

**SIGNATURE DOCUMENT FOR
THE HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 529-16-0132-00012
UNDER THE
HEALTHY TEXAS WOMEN'S GRANT PROGRAM**

I. PURPOSE

The **Health and Human Services Commission** ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **Bell County Public Health District** ("Grantee" or "Contractor"), having its principal office at 509 S. 9th Street, Temple, TX 76504 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Healthy Texas Women's Program ("Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter A, §§382.1-382.29.

III. CONTRACT PERIOD

The Contract will be effective on July 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later. The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

IV. STATEMENT OF SERVICES TO BE PROVIDED

The services to be performed under this Contract are described in: (1) the Healthy Texas Women Open Enrollment Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) the Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

Attachment A -- Healthy Texas Women Open Enrollment Solicitation
Attachment B -- Contractor's revised Program Forms
Attachment C -- Contractor's revised Budget Documents

Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Healthy Texas Women Program services to **550** Unduplicated Clients during the term of this Contract.

V. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS

The total amount of this Contract shall not exceed **\$173,650** for the cost reimbursement portion of the Healthy Texas Women Program as described in the revised budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

This Contract will be paid on a cost reimbursement basis as described in Section 2.7 of the Healthy Texas Women Open Enrollment, ATTACHMENT A.

VI. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Health and Human Services Commission -- Women's Health Services

Address: 1100 W. 49th Street

Austin, TX 78756

Attention: Camille Laosebikan

Email: Camille.Laosebikan@hhsc.state.tx.us

Phone: (512) 776-3561

Grantee

Bell County Public Health District

Address: 509 S. 9th Street

Temple, TX 76504

Attention: Chelo Elliott, RN, WHNP-BC

Email: -celliott@bellcountyhealth.org

Phone: (254) 778-7466

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VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission
4900 North Lamar Blvd.
Austin, TX 78751
Attention: HHSC Chief Counsel – Karen Ray

Grantee

Bell County Public Health District
Address: 509 S. 9th Street
Temple, TX 76504
Attention: Bonnie Scurzi

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

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VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

SYSTEM AGENCY

Name: Leslie French
Title: Associate Commissioner
Date of execution: _____

GRANTEE


Name: Bonnie Scurzi
Title: Director
Date of execution: 6-27-16

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

ATTACHMENT A – HEALTHY TEXAS WOMEN OPEN ENROLLMENT SOLICITATION

ATTACHMENT B – CONTRACTOR’S REVISED PROGRAM FORMS

ATTACHMENT C – CONTRACTOR'S REVISED BUDGET DOCUMENTS

ATTACHMENT D – CONTRACTOR'S OPEN ENROLLMENT APPLICATION

ATTACHMENT E – UNIFORM TERMS AND CONDITIONS

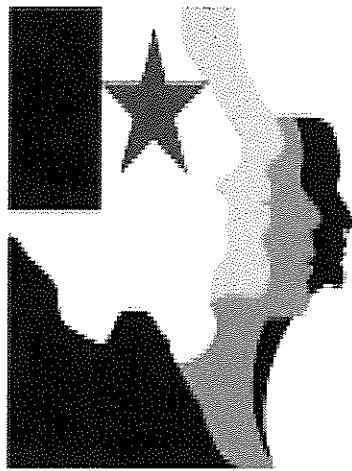
ATTACHMENT F – SPECIAL CONDITIONS

ATTACHMENT G – STATE ASSURANCES

ATTACHMENT H – FEDERAL ASSURANCES

ATTACHMENT I – DATA USE AGREEMENT

**Attachment A – Healthy Texas Women
Open Enrollment
Solicitation**



TEXAS

Health and Human Services Commission

Chris Traylor, Executive Commissioner

**Open Enrollment
For
Healthy Texas Women**

Enrollment Number: 529-16-0132

Enrollment Period Opens: May 27, 2016

Enrollment Period Closes: July 12, 2016

NIGP Class/Item Code:

- 924-16:** Laboratory Testing Services
- 918-88:** Quality Assurance Services
- 948-47:** Care Center Services, Health
- 948-48:** Drug Monitoring Services, International; Ethics & Code of conduct,
Medical, Euthanasia; Faith Healers
- 948-55:** Laboratory Services; Non-Physician
- 948-74:** Physician Professional Services
- 952-42:** Family Planning
- 952-62:** Mental Health Services
- 952-88:** Teen Pregnancy Services

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1. GENERAL INFORMATION

1.1. Project Scope

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this open enrollment, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Procurement Project Manager:	Lizet Alaniz, CTPM
Address:	Health and Human Services Commission 4405 North Lamar Blvd Bldg. 1, MC-2020 Austin, Texas 78756
Phone:	(512) 406-406-2423
Fax:	(512) 406-406-2695
Email Address:	lizet.alaniz@hhsc.state.tx.us

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2. by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	05/27/16
Open Enrollment Period Closes	5:00 PM CST

Procurement Schedule	
	07/12/2016
HUB Vendor Teleconference	9:00 AM CST 06/02/16
HHSC Post Awards to <u>Electronic State Business Daily</u> (ESBD)	As contracts are executed
Anticipated Contract Start Date	7/1/16

1.4. Background

- **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

- **Project Overview**

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the Healthy Texas Women (HTW) Program. The HTW Program is comprised of two components, one that is within the scope of this open enrollment and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this open enrollment.** The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership.

Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this open enrollment**, is the cost reimbursement component, which is discussed further in Section 2 of this open enrollment. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this open enrollment are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

The women eligible to participate in the HTW Fee-for-Service Program include women who are:

- Age 15 ≤ 44;
- At or below 200% of the Federal Poverty Level (FPL);
- U.S. citizens/legal immigrants; and
- Not Pregnant.

Eligibility determinations are made through the Texas Integrated Eligibility Redesign System (TIERS).

1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants must be:

- free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts:
http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/
- free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website:
<https://www.sam.gov/portal/public/SAM;>
- determined to be "Active" by the Texas Comptroller of Public Accounts:
[http://www.cpa.state.tx.us/taxinfo/coasintr.html;](http://www.cpa.state.tx.us/taxinfo/coasintr.html)
- located in Texas and have a Texas business address; and
- a current Texas Women's Health Program provider or be eligible to provide Texas Women's Health Program services or be an Applicant that:

- a. does not perform or Promote Elective Abortions;
- b. is not an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
- c. meets these requirements throughout the procurement process and throughout the term of the awarded contract; and
- d. is a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application.

NOTE: To demonstrate eligibility to respond to this open enrollment, Applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on Form K-1. If a clinic site does not have a TPI or NPI, the Applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

1.6. Strategic Elements

- **Contract Type and Term**

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial resulting contract term will be July 1, 2016 and will terminate on August 31, 2017. HHSC reserves the option to amend the term of the resulting contract for up to two additional two-year terms, or as necessary to complete the mission of the procurement.

- **Contract Elements**

The term "contract" means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC's Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful Applicants' respective proposals. The UTCs are contained in Appendix B and the HHSC Special Conditions are contained in Appendix C. Additionally, a contract resulting from this open enrollment will be subject to HHSC's Data Use Agreement (DUA), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Applicant Information and Disclosures form.

1.7. External Factors

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC

reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

1.8. Legal and Regulatory Constraints

1.8.1 Delegation of Authority

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

1.8.2 Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the Applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

1.8.3 Former Employees of a State Agency

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code [§572.054](#)). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant’s or its subcontractors’ employees and agents in the Respondent Information and Disclosure form.

1.8.4 Interpretive Conventions

Whenever the terms “shall,” “must,” or “is required” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms “can,” “may,” or “should” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

1.9. HHSC Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Applicant questions, amendments, or addenda issued by HHSC on the ESBD. Applicants should check the website frequently for notice of matters affecting the open enrollment. To access the website, go to the [ESBD search](#) page and enter a search for this procurement.

1.10. Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment on the [Electronic State Business Daily](#) (ESBD). HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the [ESBD](#). Applicant must check the [ESBD](#) frequently for changes and notices of matters affecting this open enrollment.

Applicant's failure to periodically check the ESBD will in no way release the Applicant from "addenda or additional information" resulting in additional costs to meet the requirements of the open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC's will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in the open enrollment.

1.11. Delivery of Notices

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2. of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

The remainder of this page is intentionally left blank.

2. SCOPE OF WORK

2.1. Project Scope

Activities under contracts resulting from this open enrollment must be directly related to support services that enhance services provided by an Applicant to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

- (1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- (2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- (3) Staff development and training related to HTW Fee-for-Service Program service delivery; and
- (4) Client and community-based educational activities related to the HTW Program.

Applicants must provide the following program components in the provision of its identified support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Applicants must complete the Work Plan required on Form I and describe how it intends to meet each element of the required program components:

NOTE: A client will have an HTW identification number.

Program Component 1 - Program Administration and Management

Applicants must:

- A. Identify the services it proposes to provide;
- B. Identify the Priority Population to be served;
- C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- D. Include a copy of the Institutional Review Board's approval if the applicant is currently conducting research on individuals who receive services through any HHSC-funded programs; and
- E. Provide an organizational Chart;
- F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.

Program Component 2 - Quality Assurance/Quality Improvement

Applicant must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
 - a. Medical Director's involvement in the QA/QI activities;
 - b. Activities used to identify trends of needed improvement and the frequency of those activities;
 - c. Activities to ensure correction and follow-up to findings identified;
 - d. Use and frequency of client satisfaction surveys;
 - e. System used to identify, report, and monitor adverse outcomes; and
 - f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Program Component 3 - Professional Development

Applicant must:

- A. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- B. Identify staff, including job titles that will attend HHSC required trainings.

NOTE: Contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

Program Component 4 – Recruitment

Applicant must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:

Applicant must:

- A. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- B. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- C. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

For each Program Component, Applicant must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, Applicant must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

2.2. Assessment Narrative

Applicant must perform an assessment of the community and Priority Population Applicant intends to serve. Applicant must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Applicant must complete the Assessment Narrative contained in Form J and provide a description of the community that will be served by the Applicant's provision of support services in the HTW Program. Applicant's assessment must provide information describing the:

- A. Geographic boundaries of the community (urban or rural, physical environment);
- B. General demographic data (age, gender, ethnicity, etc.);
- C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.);
- D. General description of community-wide health status (e.g., key morbidity/mortality statistics); and
- E. Priority Population for Applicant's project, including:
 - 1. Geographic service area (See Form B);

NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12-month period must have resided in the county.

2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data); and
 4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided).
- F. Applicant must identify gaps in resources and potential barriers to improving health status in the community and how Applicant's support services will address these issues.

2.3. Clinic Site Readiness

Applicant must complete a Clinic Site Readiness (Form K) assessment for each clinic site that will provide HTW support services funded through this open enrollment.

The Clinic Site Readiness Assessment must address the following:

- A. Appropriate signage;
- B. Space for clinical and administrative functions;
- C. Secure storage of records and medical supplies;
- D. Disposal of medical waste;
- E. CLIA certification;
- F. Accessibility;
- G. Emergency policies;
- H. Interpreter policies;
- I. Compliance with ADA; and
- J. Financial management systems.

Applicant must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on Form K-1 for each clinic that will provide HTW services funded through this open enrollment.

2.4. Staff Development Plan

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Applicant must provide a comprehensive Staff Development Plan (see Form L), that addresses the following:

- A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;
- B. Identification of specific training for eligibility and billing staff;
- C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and
- D. A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see Form L-1):

- A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from this training requirement for that specific LARC method;
- B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and
- C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

2.5. Community Education/Program Promotion Plan

Applicant must develop and implement an annual plan (Form M) to provide community education and program promotion to:

- A. Inform the public of its purpose and services;
- B. Enhance community understanding of its objectives;
- C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- D. Enlist community support; and
- E. Recruit potential clients for the HTW Program.

The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Applicant's HTW Program promotion/education/Outreach plan for the contract period; and
2. Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in its service area. Applicant must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must provide a calendar of its community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

2.6. Reporting Requirements

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in Form I, "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30, 2017.
2. Quality Assurance/Quality Improvement	Annually	On or before September 30, 2017.
3. Professional Development	Annually	On or before September 30, 2017.
4. Recruitment	Annually	On or before September 30, 2017.
5. Long-Acting Reversible Contraception (LARC) Usage	Annually	On or before September 30, 2017.

Contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must,

at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
Description of Staff Development Activities.	Annually	On or before September 30, 2017

Contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

Community Education/Program Promotion	Reporting Period	Reporting Due Date
Description of Community Education/Program Promotion Activities.	Annually	On or before September 30, 2017

2.7. Budget Requirements and Monthly Cost Reimbursement Process

A. Projected Budget Requirements:

In accordance with the requirements contained in Forms F, F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

NOTE: Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

The Applicant must base the budget and funding request on the Scope of Work.

Applicant must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

2.8. Funding Request and Clients Served

On (Form H), an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

NOTE: Contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

2.9. Service Delivery Area(s)

The geographic area to be served is statewide consisting of HHSC's Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

2.10. Goals and Performance Measures

Applicant must develop goals and objectives as required in Form I, "Work Plan." Contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis (See subsection 2.6. of this open enrollment).

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3. HISTORICAL UTILIZATION

3.1. Historical Utilization

- The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix E.

Region	Women Eligible for Family Planning Services	
	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

3.2. Method of Allocation

Total funding available under this solicitation is \$18,000,000.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

Region	HTW Funding
Texas, all Regions	\$18,000,000
Region 1	\$598,665
Region 2	\$3,60,963
Region 3	\$4,426,189
Region 4	\$764,775
Region 5	\$530,255
Region 6	\$4,169,157

Region 7	\$1,964,974
Region 8	\$1,875,695
Region 9	\$370,578
Region 10	\$784,901
Region 11	\$2,153,847

NOTE: During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary.

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4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of \$100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In accordance with Texas Government Code §2161.252, an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further review. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the Application for failing to comply with material Application specifications.**

4.1. Introduction

The sole point of contact for HUB inquires:

**Texas Health and Human Services Commission
John Wesley Smith, HUB Coordinator
Phone: (512) 406-2536
E-mail: John.Wesley.Smith@hhsc.state.tx.us**

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website. Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

4.2. HHSC's Administrative Rules

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process. This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.

4.4. Required HUB Subcontracting Plan

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort determination, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

4.5. CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmbll/cmbllhub.html>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **924-16: Laboratory Testing Services**
- **918-88: Quality Assurance Services**
- **948-47: Care Center Services, Health**
- **948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers**
- **948-55: Laboratory Services; Non-Physician**
- **948-74: Physician Professional Services**

- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Applicants are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all Applications.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

4.6. HUB Subcontracting Procedures – If an Applicant Intends to Subcontract

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

- Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

- Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

A. Method 1: Applicant Intends to Subcontract with only HUBs:

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or

B. Method 2: Applicant Intends to Subcontract with HUB Protégé(s):

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant intends to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; or

C. Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; or

D. Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the Applicant intends to subcontract. Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:

- a description of the scope of work to be subcontracted;
 - information regarding the location to review project plans or specifications;
 - information about bonding and insurance requirements;
 - required qualifications and other contract requirements; and
 - a description of how the subcontractor can contact the Applicant.
- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.
- Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value applicant.

4.7. Method 5: Applicant Does Not Intend to Subcontract

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Applicant must complete the "Self-Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicant staff fully dedicated to the contract;
- allow HHSC to conduct an on-site review of company headquarters or work site where services are to be performed; and
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

4.8. Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4 of this open enrollment (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

5. INFORMATION AND SUBMISSION INSTRUCTIONS

5.1. HUB Vendor Teleconference

HHSC will hold a HUB vendor teleconference call on **June 2, 2016 at 9:00 A.M. (CST)** to **discuss HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call.

Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.



HUB Vendor
Conference PowerPi

5.2. Multiple Applications

An Applicant may only submit one Application as a prime contractor. If an Applicant submits more than one Application, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more Applicants submitting Applications.

5.3. Use of Subcontractors

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

5.4. Open Enrollment Cancellation/Partial Award/Non-Award

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

5.5. Right to Reject Applications or Portions of Applications

At its sole discretion, HHSC may reject any and all Applications or portions thereof.

5.6. Joint Applications

HHSC will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.

5.7. Withdrawal of Applications

Applicants have the right to withdraw their Application from consideration at any time prior to contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

5.8. Costs Incurred

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

5.9. Instructions for Submitting Applications

Applicant should submit the following:

Submit one (1) original and four (4) copies of the Application. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire Application on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the open enrollment along with the other required documents. The USB drives must be organized with files that correspond to Applicant's Original bound Application. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 5.7, Format and Content*, of the open enrollment. HHSC will not accept PDF format, telephone, or facsimile Applications. Any disparities between the contents of the original printed Application and the electronic Application will be interpreted in favor of HHSC.

Submission

Applicant must submit all copies of the Application to HHSC PCS Division no later than **5:00 PM (CST) on July 12, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified date.

Physical Address for hand delivery and overnight and commercial mail:

Health and Human Services Commission
Attn: Response Coordinator
Procurement and Contracting Services Building
1100 W. 49th St.
Mail Code: 2020
Austin, Texas 78756

All Applications become the property of HHSC after submission.

All Applications must be:

- A. clearly legible
- B. sequentially page-numbered and include the Applicant's name at the top of each page;
- C. organized in the sequence outlined in Section 3.8;
- D. bound in a notebook or cover;
- E. Correctly identified with the open enrollment number and submittal deadline;
- F. responsive to all Application requirements;
- G. Typed on 8 ½" by 11" paper;
- H. In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices; and

NOTE: Applications may not include materials or pamphlets not specifically requested in this open enrollment.

5.10. Format and Content of Electronic or Paper Submission of Application

The Application should include the Applicant's Business Plan, which contains the following sections:

Section 1 – Executive Summary

Section 2 – Completed Forms A - M-1:

- Form A: Application Table of Contents and Checklist
- Form B: Texas Counties and Regions List Served By Project
- Form C: Contact Person Information
- Form D: DELETED
- Form E: DELETED
- Form F: Budget Summary & Details
- Form G: Applicant Background
- Form H: Funding Request and Performance Measures
- Form I: Work Plan
- Form J: Assessment Narrative
- Form K: Healthy Texas Women Clinic Site Readiness
- Form K-1: Healthy Texas Women Clinic Sites
- Form L: Staff Development Plan
- Form L-1: Staff Development Training Calendar
- Form M: Community Education/Program Promotion Plan
- Form M-1: Community Education/Program Promotion Calendar

5.10.1 Section 1 -- Executive Summary

In this section, condense and highlight the content of the Business Plan to provide HHSC with a broad understanding of the Applicant's approach to meeting the open enrollment's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

A. Financial Capacity

Applicants are not required to submit evidence of financial capacity with their Applications. HHSC reserves the right to request such information at a later date.

B. Corporate Guarantee

If the Applicant is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Applicant in each and every term, covenant, and condition of the contract as executed by the parties.

C. Bonding

HHSC reserves the right to require the Applicant to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

5.10.2 Section 2 - Completed Forms A - M-1

Applicants that meet the Initial Compliance Screening requirements must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this open enrollment prior to receiving a contract.

5.10.3 Section 3 - HUB Subcontracting Plan

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the open enrollment, in a separate sealed envelope, with the Application, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

NOTE: Each individual document requested must be collated; in sequential order; labeled; and submitted as delineated above.

5.10.4. Section 4 - Certifications and Other Required Forms

Applicants must complete and sign the forms listed below prior to receiving a contract resulting from this open enrollment:

- Child Support Certification;

- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Required Certifications;
- Federal Lobbying Certification;
- Anti-Trust Certification;
- Respondent Information and Disclosures; and
- Information Security and Privacy Initial Inquiry (SPI)
http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf

The required forms are also located on HHSC's website, under the HHSC Business Opportunities Webpage. The SPI can be found at:
http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf. HHSC encourages Applicants to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting.

The remainder of this page is intentionally left blank.

6. ELIGIBILITY DETERMINATION

6.1. Initial Compliance Screening

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

6.2. Unresponsive Applications

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1 The Applicant fails to meet major open enrollment specifications, including:

- A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3. of this open enrollment.
- B. The Applicant is not eligible under subsection 1.5. of this open enrollment.

6.2.2 The Application is not signed.

6.3. Corrections to Application

Applicants have the right to amend their Application at any time prior to an unresponsive decision or contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

6.4. Additional Information

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- Past business history, practices, and conduct;
- Ability to supply the goods and services; and
- Ability to comply with contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

7. GLOSSARY AND ACRONYMS

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.
Applicant	Any individual or entity that submits an application for enrollment pursuant to this open enrollment.
Application	An Application submitted by an Applicant in response to this open enrollment.
Department of State Health Services (DSHS)	The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Expanded Primary Health Care program (EPHC)	A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, who are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.

TERM	DEFINITION
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines.
Family Planning Services	Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.
Health Service Region (HSR)	Counties grouped within specified geographic areas for administrative purposes.
Healthy Texas Women Program (HTW Program)	A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program)	Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system.
In-reach	Activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are not receiving, but may be eligible to receive in the HTW Program.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

TERM	DEFINITION
Outreach	Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program.
Priority Population	The target population to be served through the HTW Program.
Promote	Advancing, advocating, or popularizing Elective Abortions.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid & Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

PROGRAMMATIC ACRONYMS	
EPHC	Expanded Primary Health Care
FFS	Fee for Service
FPL	Federal Poverty Level
HSR	Health Service Region
HTW	Healthy Texas Women
PCCM	Primary Care Case Management
QA	Quality Assurance
QI	Quality Improvement
TMHP	Texas Medicaid & Healthcare Partnership
TWHP	Texas Women's Health Program

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PROGRAM FORMS

FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST

Legal Business Name
of Applicant: _____

This form is provided as your Table of Contents and to ensure the Application is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Document the page number where indicated on the checklist if Applicant is submitting a paper copy of the Application.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Application Table and Contents and Checklist	<input type="checkbox"/>	
B	Texas Counties and Regions List Served by Project	<input type="checkbox"/>	
C	Contact Person Information	<input type="checkbox"/>	
D	DELETED	<input type="checkbox"/>	
E	DELETED	<input type="checkbox"/>	
F	Budget Summary and Details	<input type="checkbox"/>	
G	Applicant Background	<input type="checkbox"/>	
H	Funding Request and Performance Measures	<input type="checkbox"/>	
I	Work Plan	<input type="checkbox"/>	
J	Assessment Narrative	<input type="checkbox"/>	
K	Healthy Texas Women Clinic Site Readiness	<input type="checkbox"/>	
K-1	Healthy Texas Women Clinic Sites	<input type="checkbox"/>	
	*Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid	<input type="checkbox"/>	
L	Staff Development Plan	<input type="checkbox"/>	
L-1	Staff Development Training Calendar	<input type="checkbox"/>	
M	Community Education/Program Promotion Plan	<input type="checkbox"/>	
M-1	Community Education/Program Promotion Calendar"	<input type="checkbox"/>	
	Contracting Forms: <u>HHSC Business Opportunities Webpage</u> <ul style="list-style-type: none"> • <u>Child Support Certification;</u> • <u>Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;</u> • <u>Required Certifications;</u> • <u>Federal Lobbying Certification;</u> • <u>Anti-Trust Certification;</u> • <u>Respondent Information and Disclosures; and</u> • <u>Information Security and Privacy Initial Inquiry (SPI)</u> <u>http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf</u>	<input type="checkbox"/>	

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REQUIRED FORM	DESCRIPTION	Included	Page #
1	HUB Subcontracting Plan (HSP) HUB Subcontracting Plan (HSP)	<input type="checkbox"/>	

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R
-A-			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	-D-			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
-B-			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	-I-			Montague	<input type="checkbox"/>	02	-T-		
Bee	<input type="checkbox"/>	11	-E-			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	-J-			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	-N-			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	-F-			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	-O-			-U-		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	-K-			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	-P-			-V-		
-C-			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	-G-			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	-W-		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	-L-			-R-			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	-H-			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	-Y-		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	-S-			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	-Z-		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	-M-			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

FORM C: CONTACT PERSON INFORMATION

Legal Business Name
of Applicant: _____

1. This form provides information about the appropriate contacts in the Applicant's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

Billing Contact	Executive Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Financial Director	Medical Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Primary Program Contact	Quality Assurance Contact
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS

Form F: Budget Summary and Forms F-1 through F-7: Budget Details

Applicant must complete each of the required budget forms. The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist Applicant in developing its projected budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, Applicants should consult the proposed HTW Fee-for-Service benefits package contained in [Appendix A](#).

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

Form F: Budget Summary Worksheet

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this open enrollment for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.

FORM G: APPLICANT BACKGROUND GUIDELINES

**Legal Business Name
of Applicant:** _____

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.
4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).
6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
 - A. Experience subcontracting with other organizations/providers;
 - B. Experience developing subcontracts and subcontract negotiations;
 - C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
 - D. Experience providing technical assistance to subcontractors, including budget development and management;
 - E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
 - F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
 - G. Policies and procedures Applicant has for monitoring subcontractors that provide direct client services; and
 - H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

FORM G: APPLICANT BACKGROUND

**Legal Business Name of
Applicant:** _____

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
 2. Reference the instructions on Form G – Applicant Background Guidelines.
 3. Applicant's response must not exceed 18 pages.
-

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of
Applicant:

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$
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Clients Served:

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Projected Number of Clinical Clients to be Served:	
--	--

FORM I: WORK PLAN GUIDELINES

1. Use up to 4 pages for each program component for a maximum of 20 pages.
2. Required attachments are not counted in the page maximum.
3. In accordance with Section 2.1 of the open enrollment, Applicant must address the following Program Components and include a response to the identified topic areas:

Program Administration and Management:

- a. Identify the services Applicant intends to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the Applicant is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how Applicant will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

Quality Assurance/Quality Improvement:

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
- b. At a minimum, provide the following information:
 - 1) Medical Director's involvement in the QA/QI activities;
 - 2) Activities used to identify trends of needed improvement and the frequency of those activities;
 - 3) Activities to ensure correction and follow-up to findings identified;
 - 4) Use and frequency of client satisfaction surveys;
 - 5) System used to identify, report, and monitor adverse outcomes; and
 - 6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Professional Development:

- a. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- b. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.

Recruitment:

Describe how Applicant will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the identified target service area(s) identified in Form B.

Long-Acting Reversible Contraception (LARC) Usage:

- a. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- b. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- c. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

4. For each program component, Applicant must develop at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Applicant must:
 - a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
 - b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
 - c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
 - d. Define the time frame for accomplishing each objective/activity.
 - e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

FORM I: WORK PLAN

**Legal Business Name
of Applicant:**

1. Reference the instructions on Form I - Work Plan Guidelines.
2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.

FORM I: WORK PLAN

**Program Component A
Program Administration and Management**

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

**Program Component C
Professional Development**

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

**Program Component D
Recruitment**

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN**Program Component E
LARC Usage****Goals:**

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM J: ASSESSMENT NARRATIVE GUIDELINES

Part A

Complete table to show assessment data sources and dates of assessments used.

Part B

Specifically address each of the assessment activities listed below associated with the support services the Applicant intends to provide. The required assessment items must include:

1. A description of the community that will be served by the Applicant's identified support services. This description must include:
 - a. Geographic boundaries (urban or rural, physical environment);
 - b. General demographic data (age, gender, ethnicity, etc.);
 - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
 - d. General description of community-wide health status (e.g., key morbidity/mortality statistics).
2. A description of the Priority Population including:
 - e. Geographic service area (Form B);
 - f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 - g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
 - h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).
3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how Applicant's identified support services will address these issues.

FORM J: ASSESSMENT NARRATIVE

Legal Business Name
of Applicant: _____

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

Part A

Multiple data sources and assessments exist for many communities. Applicant is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source

Part B

(See ASSESSMENT NARRATIVE GUIDELINES).

FORM K

CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this open enrollment.

CLINIC SITE READINESS INFORMATION:	
Appropriate signage to identify funded entity.	Check that clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if Applicant operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate emergency policies/procedures and supplies as applicable?	Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Financial management systems including secure data storage	Check if clinic sites have financial management systems including secure data storage. (Yes/No).

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name
of Applicant: _____

Clinic Site # _____ of _____

Appropriate signage to identify funded entity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this open enrollment.

Each clinic form must contain current and accurate information.

HEADER INFORMATION:	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ____ of ____	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Clinic Name	State the name of the clinic.
Street Address	Physical address of clinic. (Do Not Enter a P.O. Box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by Applicant on Form B: Texas Counties and Regions.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).
Total Hours/Month	List the total number of hours of operation per month for the clinic site.

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of
Applicant: _____

Clinic Site # _____ of _____

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

All information must be accurate.*

Clinic Name:			
Street Address:			Suite :
City:	County:	Zip Code:	HSR:
Clinic APPOINTMENT Phone #:			
Clinic PRIMARY Phone #:		Fax:	
Service Area (counties to be served):			
Contact Person:			
Pharmacy License #:		Class:	
TPI#:		NPI#:	
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

FORM L: STAFF DEVELOPMENT PLAN

**Legal Business Name
of Applicant:** _____

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

2. Identify specific training that will be used for eligibility and billing staff.

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

NOTE: If specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from the training requirements for that specific LARC method.

[illegible]

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

Legal Business Name
of Applicant: _____

Applicant **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2. of this open enrollment.

The Community Education/Program Promotion Plan must:

1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.
2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form M-1: Community Education/Program Promotion Calendar**".

APPENDICIES

**Appendix A: HHSC Healthy Texas Women Program Reimbursable
Procedure Codes**

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Anesthesia for sterilization		
	00851	
Surgery - Integumentary system		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
Surgery - Female genital system		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	442.57
	58600	292.70
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
Radiology - Diagnostic imaging		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
Radiology - Diagnostic ultrasound		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65
Pathology & Lab - Organ or disease oriented panels		
	80061	18.83
Pathology & Lab - Drug testing		
	80300	12.36
	80301	12.36
Pathology & Lab - Urinalysis		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates

Pathology & Lab - Chemistry		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
Pathology & Lab - Hematology and coagulation		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
Pathology & Lab - Immunology		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
Pathology & Lab - Transfusion medicine		
	86900	4.20
	86901	4.20
Pathology & Lab - Microbiology		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	87625	49.47
	87660	28.20

	87797	28.20
	87800	56.41
	87801	98.70
	87810	16.86
	87850	16.86
Pathology & Lab - Cytopathology		
	88150	14.86
	88164	14.86
	88175	37.25
Medicine - Immunization administration		
	90460	8.00
	90471	7.84
Medicine - Vaccines/toxoids		
	90649	158.07
	90650	138.14
	90651	175.03
Medicine - Hydration, diagnostic injections/infusions, chemo		
	96372	18.98
Medical nutrition therapy		
	97802	26.73
	97803	22.99
	97804	12.03
Medicine - Special services, procedures, and reports		
	99000	9.30
	99078	29.40
Behavioral change interventions, individual		
	99406	11.18
	99407	21.82
HCPCS A Codes - Supplies		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26
	A9150	14.00
HCPCS H Codes - Rehabilitative services		
	H1010	12.30

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
HCPCS J Codes - Drugs other than oral		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53

	J7304	37.48
	J7307	672.61
HCPSC S Codes - Private payer codes		
	S4993	19.42
	S5000	5.90
Office or Other Outpatient Services		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
Evaluation and Management		
	99241	39.66
	99242	62.10
	99243	80.23
	99244	112.50
Preventive Medicine		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Breast Cancer Screening and Diagnostics		
Anesthesia		
	00400	
Surgery - General		
	10022	90.21
Surgery - Integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23

	19284	152.63
	19285	352.31
	19286	295.37
Radiology - Diagnostic imaging		
	71010	22.05
	71020	28.74
	76098	17.04
Radiology - Diagnostic ultrasound		
	76641	91.69
	76642	84.20
	76942	163.86
Radiology - Breast mammography		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Surgical pathology		
	88305	54.53

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Cervical Cancer Screening and Diagnostics		
Anesthesia		
	00940	18.42
Surgery - Female genital system		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
Radiology - Diagnostic imaging		
	71010	18.71
	71020	24.32

Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Cytopathology		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	
	88174	30.05
Pathology & Lab - Surgical pathology		
	88305	54.53
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Medicine - Psychiatry		
	90791	113.91
	90792	113.91
Problem-Focused Gynecological Services		
Surgery - Female genital system		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

Other Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Laboratory Services		
Radiology - Diagnostic ultrasound		
	76700	96.28
	76705	96.28
	76770	96.28
Pathology & Lab - Organ or disease oriented panels		
	80050	42.09
	80051	9.87
	80053	14.85
	80069	12.21

	80074	66.99
	80076	11.48
Pathology & Lab - Chemistry		
	82270	4.58
	82465	6.12
	82950	6.68
	83020	18.10
	83021	25.40
	83036	13.65
	84450	6.55
	84460	6.71
	84478	8.08
	84479	8.19
Pathology & Lab - Hematology and coagulation		
	85007	4.48
	85610	4.98
	85660	7.75
	85730	7.60
Pathology & Lab - Immunology		
	86631	10.35
	86677	10.35
	86704	16.95
	86706	15.11
	86780	12.30
Pathology & Lab - Transfusion medicine		
	86885	8.05
Pathology & Lab - Microbiology		
	87270	16.86
	87512	35.91
	87529	49.35
	87530	39.90
	87661	49.35
Pathology & Lab - Cytopathology		
	88155	8.42
	88160	50.25
	88161	45.44
	88165	14.86
	88167	14.86
	88172	42.50
Pathology & Lab - Pulmonary		
	94760	2.41
HCPJCS J Codes - Drugs other than oral		
	J0558	3.94
	J0561	4.96
	J0690	0.68
	J2010	7.17

Immunizations and Vaccinations		
Procedure Groupings	Procedure Codes	Reimbursement Rates
Medicine - Immunization administration		

	90460	8.00
	90471	7.84
	90472	7.84
Medicine - Vaccines/toxoids		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90703	35.54
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

Appendix B: HHSC Uniform Terms and Conditions Version 2.12



Grantee UTC
VERSION 2.12 -- HTV

Note: Appendix B not numbered
in accordance with
Open Enrollment

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
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Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Appendix C: HHSC Special Conditions Version 1.0



HHSC Special
Conditions 1.0.pdf

Note: Appendix C not
numbered in accordance
with Open Enrollment



Health and Human Services Commission
Special Conditions
Version 1.0

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. TURNOVER

12.01 Turnover Plan

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 Turnover Assistance

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Appendix D: Healthy Texas Women Certification

**Legal Business Name
of Applicant:** _____

This certification pertains to the following billing or performing provider:

Provider Name _____
Federal Tax ID Number _____ NPI
Number _____

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

Provider's primary physical address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____. I am the provider or, if the provider is an organization, I am the provider's (title or position) _____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☐ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☐ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☐ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☐ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☐ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification _____ through 12/31/ _____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Appendix E: Women at or Below 200% FPL

Women At or Below 200 % FPL - From Census Small Area Health Insurance Estimates 2013

Texas

	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 1**

COUNTY	Women at or Below 200 % FPL	% by County
ARMSTRONG	266	0.2%
BAILEY	1,696	1.1%
BRISCOE	290	0.2%
CARSON	655	0.4%
CASTRO	1,885	1.2%
CHILDRESS	1,103	0.7%
COCHRAN	709	0.4%
COLLINGSWORTH	662	0.4%
CROSBY	1,414	0.9%
DALLAM	1,564	1.0%
DEAF SMITH	3,028	1.9%
DICKENS	370	0.2%
DONLEY	657	0.4%
FLOYD	1,261	0.8%
GARZA	799	0.5%
GRAY	3,540	2.2%
HALE	7,759	4.9%
HALL	747	0.5%
HANSFORD	872	0.5%
HARTLEY	539	0.3%
HEMPHILL	493	0.3%
HOCKLEY	4,044	2.5%
HUTCHINSON	3,680	2.3%
KING	51	0.0%
LAMB	3,078	1.9%
LIPSCOMB	514	0.3%
LUBBOCK	56,404	35.3%
LYNN	1,077	0.7%
MOORE	4,633	2.9%
MOTLEY	211	0.1%
OCHILTREE	1,687	1.1%
OLDHAM	325	0.2%
PARMER	2,109	1.3%
POTTER	28,121	17.6%
RANDALL	16,350	10.2%
ROBERTS	84	0.1%
SHERMAN	566	0.4%
SWISHER	1,567	1.0%
TERRY	2,692	1.7%
WHEELER	798	0.5%
YOAKUM	1,286	0.8%
HSR 1 Total	159,586	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %
FPL**

**From Census Small Area Health Insurance Estimates
2013**

Health Service Region - 2

COUNTY	Women at or Below 200 % FPL	% by County
ARCHER	1,106	1.1%
BAYLOR	684	0.7%
BROWN	6,945	7.2%
CALLAHAN	2,202	2.3%
CLAY	1,411	1.5%
COLEMAN	1,788	1.9%
COMANCHE	2,697	2.8%
COTTLE	327	0.3%
EASTLAND	3,468	3.6%
FISHER	587	0.6%
FOARD	245	0.3%
HARDEMAN	769	0.8%
HASKELL	975	1.0%
JACK	1,295	1.3%
JONES	2,676	2.8%
KENT	120	0.1%
KNOX	783	0.8%
MITCHELL	1,143	1.2%
MONTAGUE	3,193	3.3%
NOLAN	2,906	3.0%
RUNNELS	1,893	2.0%
SCURRY	2,497	2.6%
SHACKELFORD	537	0.6%
STEPHENS	1,686	1.8%
STONEWALL	233	0.2%
TAYLOR	25,848	26.9%
THROCKMORTON	243	0.3%
WICHITA	22,325	23.2%
WILBARGER	2,570	2.7%
YOUNG	3,070	3.2%
HSR 2 Total	96,222	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below
200 % FPL**

**From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 3

COUNTY	Women at or Below 200 % FPL	% by County
COLLIN	77,422	6.6%
COOKE	6,176	0.5%
DALLAS	523,961	44.4%
DENTON	81,800	6.9%
ELLIS	23,896	2.0%
ERATH	7,946	0.7%
FANNIN	5,547	0.5%
GRAYSON	20,949	1.8%
HOOD	6,598	0.6%
HUNT	16,419	1.4%
JOHNSON	23,783	2.0%
KAUFMAN	16,596	1.4%
NAVARRO	10,411	0.9%
PALO PINTO	5,625	0.5%
PARKER	14,534	1.2%
ROCKWALL	7,745	0.7%
SOMERVELL	1,240	0.1%
TARRANT	320,676	27.2%
WISE	8,565	0.7%
HSR 3 Total	1,179,889	100%

1. Women at or under 200% FPL according to the U.S.
Census Bureau's 2013 Small Area Health Insurance
Estimates (SAHIE) model.

**Women At or Below
200 % FPL**

**From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 4

COUNTY	Women at or Below 200 % FPL	% by County
ANDERSON	8,602	4.2%
BOWIE	17,113	8.4%
CAMP	2,800	1.4%
CASS	5,650	2.8%
CHEROKEE	10,647	5.2%
DELTA	972	0.5%
FRANKLIN	1,964	1.0%
GREGG	22,536	11.1%
HARRISON	11,989	5.9%
HENDERSON	14,841	7.3%
HOPKINS	6,946	3.4%
LAMAR	9,866	4.8%
MARION	1,969	1.0%
MORRIS	2,615	1.3%
PANOLA	3,761	1.8%
RAINS	1,861	0.9%
RED RIVER	2,495	1.2%
RUSK	8,611	4.2%
SMITH	38,388	18.8%
TITUS	7,514	3.7%
UPSHUR	6,817	3.3%
VAN ZANDT	8,958	4.4%
WOOD	6,951	3.4%
HSR 4 Total	203,866	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance
Estimates 2013 Health Service Region - 5

COUNTY	Women at or Below 200 % FPL	% by County
ANGELINA	18,460	13.1%
HARDIN	7,547	5.3%
HOUSTON	4,227	3.0%
JASPER	6,496	4.6%
JEFFERSON	46,964	33.2%
NACOGDOCHES	13,788	9.8%
NEWTON	2,492	1.8%
ORANGE	13,198	9.3%
POLK	8,089	5.7%
SABINE	1,714	1.2%
SAN AUGUSTINE	1,767	1.3%
SAN JACINTO	4,779	3.4%
SHELBY	5,660	4.0%
TRINITY	2,790	2.0%
TYLER	3,379	2.4%
HSR 5 Total	141,350	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates
2013

Health Service Region - 6

COUNTY	Women at or Below 200 % FPL	% by County
AUSTIN	4,089	0.4%
BRAZORIA	40,902	3.7%
CHAMBERS	3,923	0.4%
COLORADO	3,460	0.3%
FORT BEND	68,183	6.1%
GALVESTON	43,326	3.9%
HARRIS	836,220	75.2%
LIBERTY	13,512	1.2%
MATAGORDA	6,756	0.6%
MONTGOMERY	64,343	5.8%
WALKER	10,972	1.0%
WALLER	8,138	0.7%
WHARTON	7,548	0.7%
HSR 6 Total	1,111,372	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 7**

COUNTY	Women at or Below 200 % FPL	% by County
BASTROP	13,121	2.5%
BELL	63,113	12.0%
BLANCO	1,456	0.3%
BOSQUE	2,946	0.6%
BRAZOS	44,561	8.5%
BURLESON	2,758	0.5%
BURNET	7,098	1.4%
CALDWELL	7,945	1.5%
CORYELL	14,013	2.7%
FALLS	3,328	0.6%
FAYETTE	3,309	0.6%
FREESTONE	3,066	0.6%
GRIMES	4,314	0.8%
HAMILTON	1,443	0.3%
HAYS	27,590	5.3%
HILL	6,826	1.3%
LAMPASAS	3,428	0.7%
LEE	2,428	0.5%
LEON	2,735	0.5%
LIMESTONE	4,445	0.8%
LLANO	2,736	0.5%
MADISON	50,615	9.7%
MCLENNAN	2,408	0.5%
MILAM	4,562	0.9%
MILLS	874	0.2%
ROBERTSON	3,352	0.6%
SAN SABA	1,106	0.2%
TRAVIS	181,409	34.6%
WASHINGTON	5,173	1.0%
WILLIAMSON	51,645	9.9%
HSR 7 Total	523,803	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 8**

COUNTY	Women at or Below 200 % FPL	% by County
ATASCOSA	9,105	1.8%
BANDERA	2,804	0.6%
BEXAR	346,692	69.3%
CALHOUN	3,991	0.8%
COMAL	13,462	2.7%
DEWITT	3,028	0.6%
DIMMIT	2,579	0.5%
EDWARDS	359	0.1%
FRIO	3,510	0.7%
GILLESPIE	3,233	0.6%
GOLIAD	1,014	0.2%
GONZALES	4,348	0.9%
GUADALUPE	19,872	4.0%
JACKSON	2,231	0.4%
KARNES	2,027	0.4%
KENDALL	3,526	0.7%
KERR	7,748	1.5%
KINNEY	504	0.1%
LA SALLE	1,226	0.2%
LAVACA	2,766	0.6%
MAVERICK	15,928	3.2%
MEDINA	7,513	1.5%
REAL	628	0.1%
UVALDE	6,383	1.3%
VAL VERDE	10,163	2.0%
VICTORIA	16,370	3.3%
WILSON	5,567	1.1%
ZAVALA	3,427	0.7%
HSR 8 Total	500,004	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates
2013

Health Service Region - 9

COUNTY	Women at or Below 200 % FPL	% by County
ANDREWS	2,291	2.3%
BORDEN	66	0.1%
COKE	494	0.5%
CONCHO	447	0.5%
CRANE	644	0.7%
CROCKETT	620	0.6%
DAWSON	2,268	2.3%
ECTOR	27,494	27.8%
GAINES	3,771	3.8%
GLASSCOCK	118	0.1%
HOWARD	5,602	5.7%
IRION	185	0.2%
KIMBLE	791	0.8%
LOVING	16	0.0%
MARTIN	813	0.8%
MASON	688	0.7%
MCCULLOCH	1,627	1.6%
MENARD	405	0.4%
MIDLAND	19,938	20.2%
PECOS	2,388	2.4%
REAGAN	500	0.5%
REEVES	2,238	2.3%
SCHLEICHER	530	0.5%
STERLING	101	0.1%
SUTTON	545	0.6%
TERRELL	144	0.1%
TOM GREEN	20,662	20.9%
UPTON	477	0.5%
WARD	1,737	1.8%
WINKLER	1,185	1.2%
HSR 9	98,785	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %
FPL**

From Census Small Area Health Insurance

Estimates 2013 Health Service Region - 10

COUNTY	Women at or Below 200 %	% by County
BREWSTER	1,612	0.8%
CULBERSON	536	0.3%
EL PASO	204,281	97.6%
HUDSPETH	882	0.4%
JEFF DAVIS	295	0.1%
PRESIDIO	1,625	0.8%
HSR 10 Total	209,231	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL
From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 11

COUNTY	Women at or Below 200 % FPL	% by County
ARANSAS	4,015	0.7%
BEE	5,575	1.0%
BROOKS	1,736	0.3%
CAMERON	120,451	21.0%
DUVAL	2,245	0.4%
HIDALGO	238,742	41.6%
JIM HOGG	1,172	0.2%
JIM WELLS	8,378	1.5%
KENEDY	100	0.0%
KLEBERG	6,618	1.2%
LIVE OAK	1,464	0.3%
MCMULLEN	49	0.0%
NUECES	68,351	11.9%
REFUGIO	1,149	0.2%
SAN PATRICIO	11,644	2.0%
STARR	18,922	3.3%
WEBB	74,695	13.0%
WILLACY	5,168	0.9%
ZAPATA	3,677	0.6%
HSR 11 Total	574,151	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Attachment B – Contractor’s Revised Program Forms

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of
Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$ 173,650
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Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be Served:	550
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BELL COUNTY PUBLIC HEALTH DISTRICT

TRAVEL POLICY

Revised: December 1, 2015

FROM: Bonnie Scurzi, Director

Mileage reimbursement rate for Bell County Public Health District is currently .50 per mile. All staff members who use their personal vehicle for Health District business are required to furnish documentation to their Division Director that they have up-to-date automobile insurance for that purpose. Division Directors may not authorize travel reimbursement to a staff member unless current insurance records are maintained.

Employees will be reimbursed for hotel, travel, meals (including up to 15% tip & tax), and parking for expenses incurred during approved travel for Health District business when traveling out of town or overnight. Meals (breakfast, lunch, & dinner) will be reimbursed a maximum of \$45 per day (with receipts) when out of town (breakfast on the first day of travel out of town is not reimbursable). Lunch costs will be reimbursed for travel when an employee travels out of town and returns the same day. No alcohol will be reimbursed. To claim reimbursement for travel expenses, the employee must complete a travel reimbursement form and attach original receipts for meals, parking, travel, and hotel. Credit card receipts are not acceptable for reimbursement – an itemized receipt must be submitted.

FORM I: WORK PLAN Revised 6/21/16

Legal Business Name of
Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

Program Administration and Management:

a. The Health District proposes to provide Women's Health and Family Planning services to eligible females at Temple and Killeen clinics in Bell County. The clinics are located in local neighborhoods, and are in different areas of the county affording rural and urban clients access to services at a location of their choice. The Health District will provide Women's Health and Family Planning services that include a thorough physical exam, lab tests, pregnancy testing, and screening for acute illnesses such as sexually transmitted diseases (STDs). Screening is done for chronic illnesses such as hypertension, diabetes and anemia, as well as cervical and breast cancer. Lab tests performed include height, weight, blood pressure, random blood sugar, hemoglobin, gonorrhea, chlamydia, syphilis, HIV, Pap smear, urinalysis, wet mounts and hemocult. Health District clinics have CLIA certificates of Waiver and Certificates to allow provider-performed microscopy procedures. HPV and cholesterol tests are done when ordered by the clinician. Health District Family Planning clients are offered all contraceptive methods on site except sterilizations. A long standing contract is in place with a local hospital to perform tubal ligations. Treatment for STD's, condyloma, urinary tract infections, and vaginal conditions is done in clinic. Both clinic sites operate a Class D pharmacy, allowing for clients to receive their contraception or medications at the time of visit. In addition to Family Planning services, the Health District provides Immunizations, Tuberculosis surveillance, STD testing and treatment, HIV counseling, testing, and referral; Disease Surveillance, and Environmental Health for the County.

The Health District has historically seen presumptively eligible clients prior to the approval of their Texas Women's Health Program (TWHP) application. In many cases, the Health District was not reimbursed for these services because the client either did not apply for, or did not complete, the TWHP application process. Health District staff employs multiple methods to assist the client in completing the application process, including providing a computer on site for clients to use, and offering one-on-one assistance. With the cost reimbursement portion of the HTW RFP, the Health District will be reimbursed the cost of providing these services.

Appointments are offered in 15-minute blocks for annual exams or return visits (for problems, additional education or counseling, rechecks and/or follow-up on previous issues). Pregnancy testing, contraception refills, and Delayed Physical Exams (DPE) are provided during designated times and also on a walk-in basis. Family Planning appointments are available in the early morning, morning, and afternoon in each of the two Family Planning clinics. The early morning appointments are available to assist adolescents and working clients to be seen prior to having to go to work or school. Annual exam appointments can be obtained in two weeks, and return appointments can be obtained next clinic day. Clients have the option to be seen in either or both Health District clinics. The assurance of client access to care on a 24-hour basis currently exists via an answering service employed by the Health District for emergency contact.

DPE's are available to clients by appointment or on a walk-in basis. This service allows the client to receive contraception at first encounter without having to have an exam first. The exam is scheduled within six months after initiation of contraception. The client is counseled on contraceptive methods, and leaves with the method of choice (to include LARCs when appropriate). The availability of this option lessens the risk of unintended pregnancies. This is also convenient for clients referred from other agencies for contraception (where the client is up-to-date on their pelvic exam).

Staff provides education and information on Reproductive Life Plans, abstinence, Natural Family Planning, all other birth control methods including LARCs, Level-one infertility, and preconception. They also provide education on health promotion, disease prevention, healthy diet, exercise, weight loss, safe sex practices, and tobacco cessation. When dispensing a birth control method, education on risks, benefits, side effects, method of action, effectiveness, and instructions on correct use is done by qualified staff.

There are sufficient referral resources in Bell County to ensure continuity of care for Health District clients (with the exception of mental and dental care). A referral procedure is in place to ensure clients who screen positive for acute and chronic conditions that are not managed by Health District clinicians (acute gynecological and non-gynecological issues, dental problems, hypertension, diabetes, mental health, or other chronic conditions) are evaluated and treated. Clients are referred to four local free clinics in Temple, Belton, and Killeen. The free clinics provide for the evaluation and treatment of abnormal Pap smears or breast problems for uninsured women. Memorandums of Understanding (MOU) and procedures are in place to ensure clients are seen for evaluation and treatment for these conditions. Follow-up procedures are in place to ensure continuity of care.

The Outreach Educator informs the community of the availability and importance of Family Planning services, enlists local community support, and recruits clients in need of services. The Outreach Educator provides a multitude of educational presentations to schools and local service agencies in the community. The educational presentations consist of information related to: Texas Women's Health Program, availability and benefits of Family Planning services, teen pregnancy prevention messages, importance of family involvement in adolescent decision-making, HIV/STD prevention, resistance of sexual coercion, family violence prevention, abstinence, obesity education/prevention and contraceptive methods/condom usage.

b. The priority population to be served is females ages 15-44, citizens or eligible immigrants, whose income is at or below 200% FPL, and who are not pregnant. Minors must have a parent or legal guardian apply on their behalf.

c. Health District operations are supported by the Director, Chief Financial Officer (CFO), Board of Health, and Health Authority/Medical Director. The Director is a Nurse Practitioner, was the Director of Nurses for 12 years, and can assist the DON as needed regarding clinical matters. The Health District currently maintains adequate staffing, service delivery system, and programmatic infrastructure to allow for immediate provision of services to targeted populations beginning July 1, 2016, in accordance with approved funding levels. The Health District has two fully functioning clinics that provide Family Planning services. The Health District employs two Nurse Practitioners, three Registered Nurses, two Licensed Vocational Nurses, one Certified Medical Assistant, and ten clerks. The Nurse Practitioners are responsible for the provision of care to Family Planning clients. Designated nurses are responsible for the tracking and follow-up of Family Planning clients with abnormal lab results or exam findings. Registered Nurses, Licensed Vocational Nurses, and Certified Medical Assistants provide the history intake, lab and education services. Nurses are available to answer client questions and address problems, both in person and by phone. Staff is cross-trained in multiple positions to ensure continuity of care. Nine of the clerks are capable of functioning as Spanish language interpreters. One NP and one LVN also speak Spanish. The Health District employs an interpretation service for clients who speak languages other than English or Spanish. The Health District has staff to maintain adequate clinical coverage. There is a billing clerk whose primary function is to handle all billing aspects of the Family Planning program. Each clinic site has sufficient office space for each administrative and clinical employee, and employees are equipped with necessary computers and associated internet and email services. The Health District has Class D Pharmacies in each clinic and contracts with a local pharmacist for consultative and pharmacy services.

The Director of Nurses (DON) is the director for the Family Planning program, and functions as a Nurse Practitioner in the Temple clinic. The DON has been actively involved with primary nursing program grants since her employment in May 1990. The duties of the DON include, but are not limited to, development of operations manuals; writing and updating all Family Planning policies and procedures and ensuring they are in accordance with program guidelines; personnel management; coordination of staff training; coordination of all program related activities; developing and instituting quality management controls and review processes; and monitoring use of State/Federal contractual funds.

The Health District employs a licensed and Board Certified Family Medicine physician as Health Authority/Medical Director. The Health Authority/Medical Director approves the standing delegation orders and protocols under which all nursing staff perform nursing activities and is responsible for the administration of State, Federal, and local laws relating to Public Health within the Health District. The Health Authority/Medical Director participates in Family Planning activities including but not limited to: reviewing medical records, serving as a member of the QA/QI committee, performing Nurse Practitioner evaluations, physician role in Sexually Transmitted Disease clinic, providing resource and direction for resolution of communicable diseases and vaccine preventable diseases occurring in Bell County, and determining the direction of all primary programs. The Health Authority/Medical Director is in the clinic monthly for NP oversight and record review, and is available to nursing staff 24 hours a day for guidance and direction.

The CFO conducts the financial affairs of the Health District under the guidance of the Director, and in accordance with State and Federal fiscal management rules. The Health District utilizes the Sage Businessworks financial software that meets federal and state standards for expending and accounting for the agency funds. Financial policies and procedures are in place that outline the accounting methods utilized in the Health District. A chart of accounts and general ledger are set up for each separate funding source. All receipts and expenditures for each program are documented as a separate line item. Financial statements are prepared from the system, which lists all separate accounts per budget cost category. Any corrections to the general ledger are entered as a journal entry (no erasure or over-rides are permitted). Financial records are kept in locked cabinets in the CFO's office. The Health District complies with all fiscal requirements, and ensures a single audit is performed annually as required. Periodic cost analyses are conducted. The Health District provides liability coverage for nursing personnel, Health Authority/Medical Director, and Board of Health members.

The Health District has Policy and Procedure Manuals in place in the areas of Administration, Family Planning, Pharmacy, Laboratory, Disease Surveillance and Exposure Control, Immunization, Sexually Transmitted Diseases, Infection Control, and Tuberculosis. The Health District has policies in place to ensure that clients are provided services without regard to race/ethnicity, national origin, religion, creed, age, sex, disability, marital status, sexual preference, parenthood, or contraceptive method. The Health District currently has policies in place for staff to promote adolescent family involvement, access to care, and counseling regarding avoidance of sexual coercion. Health District personnel are required to adhere to laws and regulations regarding reporting of child sexual abuse.

Trainings are conducted upon hire and annually for all staff on Medicare/Medicaid Compliance; Laboratory Procedures/CLIA; Bloodborne Pathogens/Infection Control and Exposure; Sexual Coercion/Abuse Recognition/Reporting Policies and Practices; Limited English Proficiency; Nondiscrimination; Human Trafficking, HIPAA; Emergency Procedures; Title X Orientation, Random Moment Time Study, Freedom of Choice, and Research. The DON receives unlimited approval from the Director for all essential staff to attend training activities related to staff development to improve and/or enhance overall service provision.

The Health District contracts with Goldkey, an Information Technology company, who manages and maintains all computer software and hardware systems in the Health District

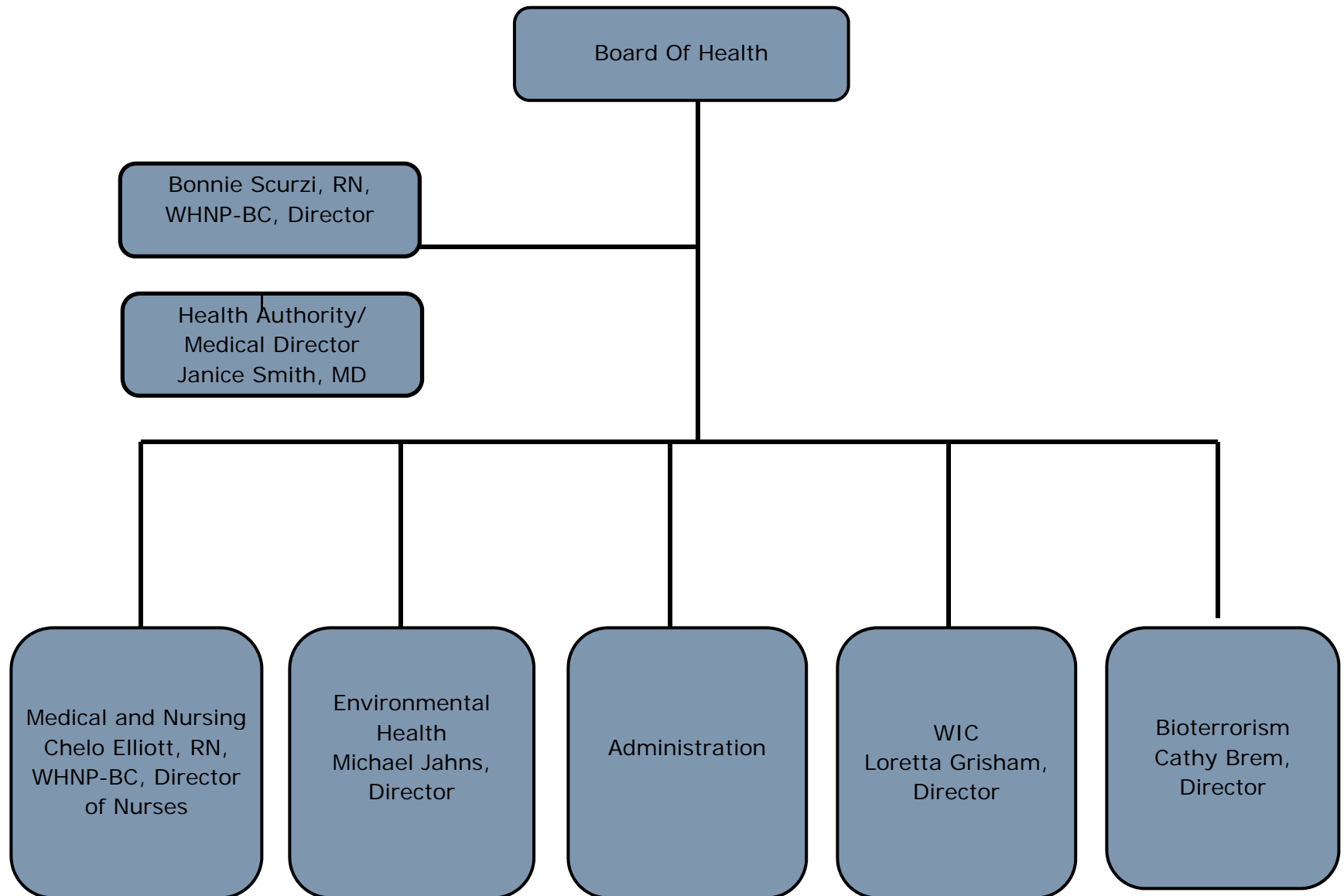
according to HIPAA and State/Federal guidelines. Goldkey staff is available 24 hours a day for technical assistance. The Health District has an Electronic Health Record (EHR) from eClinicalWorks for use in all clinics. The system provides electronic management of all client data and clinic visit records. The Health District is in the process of transitioning to being completely paperless. The Health District purchased HIPAA Privacy and Security programs for each clinic, procedures are in place, and staff is trained to ensure the Health District is in compliance with security rules and regulations. Additionally, client charts are kept out of view, computer monitors have privacy screens, and workstations are password protected and secured. Paper records are kept in locked cabinets in rooms that are inaccessible to clients. Strict measures are in place to ensure client confidentiality is maintained.

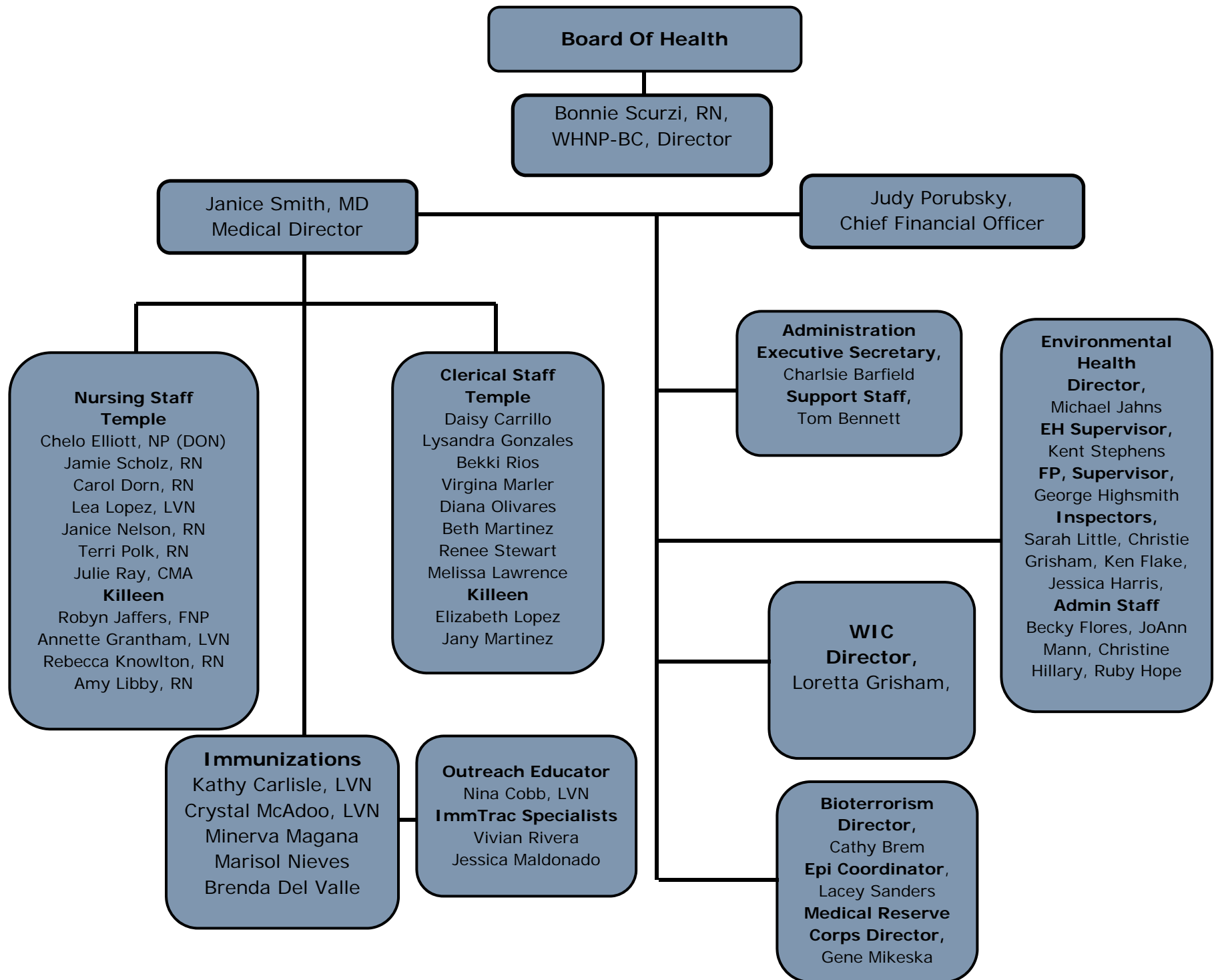
The Health District utilizes Ahlers and Associates to complete billing services and collect data for the Family Planning Annual Report. The billing clerk and DON are responsible for ensuring data collection is done accurately, and the required reports are submitted on time. Billing is done after each clinic and the information transmitted via secure systems to Ahlers. Back up of all billing data is done daily to secure servers maintained at each site. The Remittance and Status (R&S) reports are monitored and reconciled to ensure payment is received under the correct program for services rendered. Rejections and non-payments are re-billed or appealed as necessary. R&S reports are stored in locked cabinets.

d. N/A

e. Organizational Charts (see following 2 pages):

Bell County Public Health District Organization Charts





f. Job descriptions for Medical Director, Director of Nurses (Clinical/Program Director), eligibility and billing staff, and clinicians:

**BELL COUNTY PUBLIC HEALTH DISTRICT
POSITION DESCRIPTION
HEALTH AUTHORITY/MEDICAL DIRECTOR**

June 25, 2012

I. Position Title and Classification: Health Authority/Medical Director / Physician - Part-time

GENERAL DESCRIPTION:

Functions as the Medical Director for health services and Health Authority/Medical Director for Bell County Public Health District.

WORKING HOURS:

Three hours per month at 509 S. 9th Street Temple / 309 N. 2nd Street, Killeen.

DUTIES AND RESPONSIBILITIES:

Utilizing acquired medical skills as a licensed and Board Certified Family Medicine physician shall:

1. Serve as the Health Authority for the Health District;
2. Provide medical coverage of current standing delegation orders pertaining to Immunizations, Sexually Transmitted Diseases, emergencies, Tuberculosis, Epidemiology, Family Planning services, and limited Maternity (pregnancy testing and counseling only);
3. Be on site on a scheduled basis for consultation with Director/NP's;
4. Be available by phone for consultation with nursing personnel regarding health issues when not on site;
5. Perform annual review and approve all standing delegation orders;
6. Review and approve protocols of medical treatment and procedures;
7. Evaluate and update Policies and Procedures annually;
8. Provide periodic onsite review of clinic performance and record documentation;
9. Represent the Health District in Public Health situations;
10. Assist the Health District in relation to disease prevention and suppression;
11. Confer with Pharmacist-in-Charge annually;
12. Perform other duties as prescribed by state law; and
13. Coordinate hours of service with the Director of Nurses.

KNOWLEDGE REQUIRED TO PERFORM THE JOB:

Licensed Physician in the State of Texas

SKILLS REQUIRED TO PERFORM THE JOB:

Ability to practice medicine with training in Primary Care and Women's Health;

SPECIAL REQUIREMENTS:

1. Physician must turn over to the agency any income for services on behalf of the agency.
2. County Public Health District agrees to provide liability insurance in the amount of \$500,000 to \$1,000,000.

MINIMAL QUALIFICATIONS:

A physician licensed to practice medicine by the State Board of Medical Examiners for the State of Texas.

I have read and understand my job description. I have received a copy of my job description.

Signature of Employee

Date

**BELL COUNTY PUBLIC HEALTH DISTRICT
POSITION DESCRIPTION
DIRECTOR OF NURSES**

Revision Date: September 1, 2013

**I. Position Title and Classification: Director of Nurses
Nurse IV or Nurse V**

GENERAL DESCRIPTION:

Responsible for administrative nursing services. Under direction of the Health Authority/Medical Director of the Health District and the District Director, in consultation with specific programs of the Texas Department of State Health Services (DSHS) and Women's Health and Family Planning Association of Texas (WHFPT), is responsible for planning, developing and coordinating a program of nursing service in accordance with policies, procedures and objectives of the Health District, DSHS, and WHFPT. The program of nursing service must conform to the specific requirements set forth by program contracts issued by the Health District, DSHS, and WHFPT.

WORKING HOURS:

Monday - Thursday 7am. - 4:30pm.
Friday - 7am. - 11am.
Evening and Weekend hours required

ESSENTIAL FUNCTIONS:

1. Serves as a nursing advisor to administrative personnel; and assists in general policy and program formulation for the Health District in the following program areas: Family Planning, Tuberculosis, Sexually Transmitted Diseases, Immunizations, and Community Outreach Education.
2. Participates in development and implementation of the Philosophy, goals, objectives, and standards utilized by the Medical/Nursing division.
3. Interprets nursing functions and policies of the Health District to persons and groups within the agency as well as to other organizations.
4. Collaborates with nursing school faculty to coordinate and provide for

- appropriate student clinical experience in public health.
5. Recruits and interviews nursing personnel applicants, consults and plans with the Director and Health Authority/Medical Director for employment.
 6. Institutes orientation system for nursing personnel.
 7. Evaluates performance of nursing staff and makes recommendations for promotion, change of status, and dismissal.
 8. Maintains compliance of practice standards set forth by ANA, TMB, WHFPT, and DSHS.
 9. Participates in QA/QI program including setting criteria, audit of records and instruction and involvement of all nursing staff in program.
 10. Plans, coordinates, and implements a program of supervision and consultation to meet current nursing staff needs
 11. Evaluates the quality and productivity of service through analysis of statistical studies and performance evaluation reports.
 12. Plans, coordinates and implements a program of supervision and consultation to meet the needs of patient care.
 13. Responsible for implementation and maintenance of records and reports used to support and document nursing activities.
 14. Assists in preparation of statistical, quarterly, and special reports.
 15. Exercises initiative conducting studies and research in the field of nursing and participates in departmental research studies and projects.
 16. Stimulates nursing personnel to further their academic preparation and encourages active participation in professional organizations.
 17. Plans and arranges for continued services while nurses are on annual, sick, or educational leave.
 18. Assists Administrative Personnel in the written application/reapplication for grant funding.
 19. Performs other activities as required by the Director and dictated by programmatic needs.
 20. Participates in preparedness planning and execution.
 21. Serves as the Pharmacy Manager and is responsible for all pharmacy functions and assures compliance with all Pharmacy Board Rules. Ensures compliance with all policies and procedures associated with operating a Class D pharmacy.

KNOWLEDGE REQUIRED TO PERFORM THE JOB:

Thorough knowledge and skill in professional nursing; in public health nursing, public health administration and in the overall and significant aspects of the work of the Health District and the Texas Department of State Health Services.

SKILLS / ABILITIES REQUIRED TO PERFORM THE JOB:

Ability to perceive and identify trends and developments in public health nursing, public health administration and in nursing education and interpret and apply these trends and developments to the Texas situation; to assess accurately the public health nursing needs of Texas and assume a leadership role in stimulating appropriate administrative and public action to meet those needs, to assume leadership responsibility in promoting and securing qualified personnel and high level standards of nursing practices; to delegate responsibility and authority; to encourage independent judgment; to inspire creative thinking and constructive action; to communicate effectively, and obtain and utilize consultant resources to strengthen and improve the nursing program.

SPECIAL CONSIDERATIONS/REQUIREMENTS/RECOMMENDATIONS:

Potential occupational exposure risks to bloodborne pathogens exist. Increased risk for exposure to and possible transmission of vaccine-preventable diseases/Tuberculosis

The following Immunizations are required by the Health District:

Hepatitis B series (documentation of 3 doses. Unimmunized new employees must complete a 3-dose series and post-vaccination test showing immunity. If test result is negative, up to 3 additional doses of vaccine may be required.

MMR (2 doses or evidence of immunity to measles, mumps, and rubella).

Varicella (2 doses, reliable hx of disease, or evidence of immunity to chickenpox)

Td (complete series with 1 booster dose every 10 years).

Mantoux tests are required on employment, annually, intervals based on degree of risk, post exposure, or if symptomatic. If symptomatic, will be referred for chest x-ray.

Recommended:

Influenza (1 dose annually)

Pneumococcal (1 dose for persons 65 and older)

MINIMAL QUALIFICATION:

1. Licensed to practice as Registered Nurse in Texas. A Master of Science degree or a Master of Public Health from an accredited college or university. Five (5) years of full-time experience in nursing at least one (1) year of which must have been in a nursing administrative, consultation, or supervisory position.
OR
Licensed to practice as a Registered Nurse in Texas. A Bachelor of Science degree from an accredited college or university. Five (5) years of full-time experience in nursing, at least two (2) of which must have been in a nursing administration, consultation, or supervisory position.

I have read and understand the contents of my job description. I have received a copy of my job description.

Signature of Employee

Date

**BELL COUNTY PUBLIC HEALTH DISTRICT
POSITION DESCRIPTION
CLERK**

Revision Date: April 6, 2016

**I. Position Title and Classification: Clerk
Clerk I, II, or III**

GENERAL DESCRIPTION:

Responsible for performing designated services within a clinical setting. Refer to essential functions for definition of designated services. Services are provided at the Killeen and Temple office locations. Services are

performed in the Family Planning, Sexually Transmitted Diseases, and immunization clinics.

Services are provided under the direct supervision of the nursing supervisors and/or the Director of Nurses.

WORKING HOURS:

Monday - Thursday 7am. - 4:30pm.

Friday - 7am. - 11am.

Evening and Weekend hours required

ESSENTIAL FUNCTIONS:

- Serves as receptionist/Responsible for Phones
- Responsible for Client Appointment System
- Custodian of Medical Records
- Maintains Medical Record File System
- Responsible for data collection/retrieval
- Generates reports per request of nursing administration
- Photocopying, typing, word processing, and computer duties as needed.
- Responsible for Fee Collection per Health District Admin Policy
- Responsible for Mail Distribution
- Responsible for Medical Nursing/Office Supplies
- Responsible for completion of Laboratory specimen forms
- Responsible for posting Lab results according to protocol
- Responsible for determining client eligibility per DSHS/HHSC/WHFPT guidelines

SKILLS/ABILITIES TO PERFORM THE JOB:

Ability to interact appropriately with clients/co-workers. Ability to understand the importance of medical confidentiality. Ability to prioritize time and responsibilities. Ability to take direction from authority. Basic office skills and use of general office machines.

Special Considerations/Requirements/Recommendations:

- Valid Texas driver's license
- Must have own automobile
- Must have telephone
- Requires ability to lift clinic supplies, educational materials and machines
- Prolonged standing, sitting, or driving may be required
- Increased risk for exposure to and possible transmission of vaccine-preventable diseases/Tuberculosis
- Must have appropriate Immunizations according to BCPHD policy.
- Limited access to clinical exam/lab areas containing biohazardous material-
- Must be under direct supervision of nursing staff personnel.

MINIMAL QUALIFICATIONS:

1. GED or high school diploma

Note: The levels I, II, III indicate entry level/promotion status as a result of job performance, job responsibilities, and merit increases in relation to

longevity of service.

I have read and understand the contents of my job description. I have received a copy of my job description.

Signature of Employee

Date

**BELL COUNTY PUBLIC HEALTH DISTRICT
POSITION DESCRIPTION
BILLING CLERK**

October 2013

**Position Title and Classification: Admin Tech II
Starting position 10/1**

GENERAL DESCRIPTION:

Reports directly to the Charge Nurse in the Temple Clinic. Responsible for: all billing functions, all supplies and forms ordering/maintenance, bill reconciliation, computer issues, arranging building and copier maintenance, clinic back up, various clerical / word processing duties, and assisting the charge nurse as needed. Job duties vary based on needs – may have extra job duties as assigned.

WORKING HOURS:

Monday - Thursday 7am. - 4:30pm.
Friday - 7am. - 11am.
Evening and Weekend hours required

ESSENTIAL FUNCTIONS:

All Family Planning Billing functions (billing and reimbursement for all visits & procedures)
Family Planning and Pregnancy Test Monthly Activity Report monthly
Reconcile R&S Reports
Reconcile Accepted / Rejected Reports
Record billing amounts
Record checks received and send copies to CFO (X, XIX)
Responsible for Client Appointment System
Custodian of Medical Records
Maintains Medical Record File System
Responsible for data collection/retrieval
Generates reports per request of nursing administration
Reconcile bills
Center for Disease Detection
Scott and White Reference Lab
Supplies
Ordering and maintenance of stock levels for clinic, paper and office supplies
Receive and stock supplies upon arrival
Order forms from printer
Return expired meds
Order pamphlets and fliers
Return expired contraceptives and medications to supplier
Order all medications and contraceptives

Order state supplies through computer system
Computer contact for Medical/Nursing division
Assist with computer problems (lockouts, minor issues)
Clinic back up
Appointments
Family Planning Clinic – as needed
Mail lab specimens – as needed
Building Maintenance Contact
Building issues
Photocopier issues
Update / revise / devise forms / logs as needed
Assist with annual update of schedule of discounts

OTHER FUNCTIONS (as needed)

Serves as receptionist/Responsible for Phones
Photocopying, typing, word processing, and computer duties as needed.
Responsible for Fee Collection per Health District Admin Policy
Responsible for Mail Distribution
Responsible for completion of Laboratory specimen forms
Responsible for posting Lab results according to protocol

KNOWLEDGE / SKILLS / ABILITIES REQUIRED TO PERFORM THE JOB

High School diploma or higher. Must be able to type accurately at least 40 wpm. Accurate spelling skills. Good communication skills. Ability to be flexible and patient in high stress environment. Ability to interact appropriately with clients/co-workers. Ability to understand the importance of medical confidentiality. Ability to prioritize time and responsibilities. Ability to take direction from authority. Basic office skills and use of general office machines.

Necessary technical skills outlined below.

Microsoft Word/Works/Excel/Power Point/Outlook/Internet Explorer/PDF files
Basics of the programs
Knowledge to navigate within the programs
Knowledge to change and/or revise within these programs

Ahlers
Knowledge of program function and maintenance

Special Considerations/Requirements/Recommendations:

1. Valid Texas driver's license
2. Must have own automobile
3. Must have telephone
4. Requires ability to lift clinic supplies, educational materials and machines
5. Prolonged standing, sitting, or driving may be required
6. Increased risk for exposure to and possible transmission of vaccine-preventable diseases/Tuberculosis
7. Must have appropriate Immunizations according to BCPHD policy.
8. Limited access to clinical exam/lab areas containing biohazardous material- must be under direct supervision of nursing staff personnel.

I have read and understand the contents of my job description. I have received a copy of my job description.

Signature of Employee

Date

**BELL COUNTY PUBLIC HEALTH DISTRICT
POSITION DESCRIPTION
COMMUNITY OUTREACH EDUCATOR**

April 6, 2016

Position Title and Classification: Community Outreach Educator LVN II

General Description:

Responsible for performing professional health education work in planning, promoting, and implementing an outreach educational program concerned with Family Planning related health concerns of a given local community or targeted population group. Priority concepts upon which to base overall direction of initiatives include: increase general understanding of the value of Family Planning services for improved health, social, and economic status; inform community as to the availability of Family Planning services through the Health District; attraction of potential clients; and education regarding reproductive health issues of specific populations i.e. teens/males. Work is performed with considerable latitude allowed for the exercise of independent initiative, judgment, and action.

Working Hours:

Monday - Thursday 7am. - 4:30pm.

Friday - 7am. - 11am.

Evening and Weekend hours required

Essential Duties and Responsibilities:

- Participates in research and educational activities.
- Adheres to personnel, nursing and administrative policy.
- Promotes public health services by maintaining effective and responsive communication with community authorities and resources.
- Performs specific duties outlined per clinic specialty.
- Must be knowledgeable and responsible for following all policies, procedures, protocols, and standing delegation orders set forth in the following manuals- Administrative, Family Planning, STD, Tuberculosis, HIV, Immunization, Disease Surveillance, Quality Assurance, and Laboratory.
- Collects, examines, interprets, and applies demographic trend data to Family Planning program/initiatives for program planning and implementation purposes.
- Develops/organizes effective community outreach Family Planning educational presentations directed at high-risk targeted groups i.e. Teen/adult males and females, rural schools, and hard to reach populations.
- Identifies and collaborates with local social service agencies and health care providers to implement innovative programs directed at high-risk groups i.e. teens.
- Participate on local community advisory groups to ascertain local community concerns regarding shared populations.
- Explore the availability of local resources to meet identified needs of targeted high-risk populations.
- Increasing access to Family Planning and reproductive health services by partnering with other community-based organizations that have related interest and that work

with similar populations.

- Develop and participate in appropriate media messages.
- Performs other duties as required or requested within the realm of the employee's qualifications.

KNOWLEDGE REQUIRED TO PERFORM THE JOB:

General knowledge of teaching methods and management techniques and/or general knowledge of nursing.

SKILLS REQUIRED TO PERFORM THE JOB:

Ability to perform general and public health nursing or plan, coordinate, implement educational strategies directed at specific population groups. Ability to work productively with individuals, other professionals and community officials and groups. Ability to communicate effectively utilizing written and oral skills.

ABILITIES REQUIRED TO PERFORM THE JOB:

Requires ability to lift clinic supplies, educational materials and machines. Prolonged standing, sitting, and driving may be required. Knowledge of Power Point presentations.

SPECIAL INSTRUCTION, SCREENING CRITERIA, REMARKS:

Valid Texas Driver's License

Must have own automobile

Maintain Basic Cardiac Life Support Certification

SPECIAL CONSIDERATIONS/REQUIREMENTS/RECOMMENDATIONS:

Potential occupational exposure risks to bloodborne pathogens exist.

Increased risk for exposure to and possible transmission of vaccine-preventable Diseases/Tuberculosis

The following Immunizations are required by the Health District:

Hepatitis B series (documentation of 3 doses. Unimmunized new employees must complete a 3-dose series and post vaccination test showing immunity. If test result is negative, up to 3 additional doses of vaccine may be required.

MMR (2 doses or evidence of immunity to measles, mumps, and rubella)

Varicella (2 doses, reliable hx of disease, or evidence of immunity to Chickenpox).

Td (complete series with one booster dose every 10 years).

Mantoux tests are required on employment, annually, intervals based on degree of risk, post exposure, or if symptomatic. If symptomatic, will be referred for chest X-ray.

Recommended:

Influenza (1 dose annually)

Pneumococcal (1 dose for persons 65 and older)

MINIMAL QUALIFICATIONS:

Licensed to practice as a Nurse in Texas.

I have read and understand the contents of my job description. I have received a copy of my job description.

Signature of Employee

Date

BELL COUNTY PUBLIC HEALTH DISTRICT

POSITION DESCRIPTION NURSE PRACTITIONER

Revision Date: April 6, 2016

I. Position Title and Classification: Nurse Practitioner Nurse II, III, or IV

GENERAL DESCRIPTION:

Functions as a Nurse Practitioner providing primary health services under the general supervision of the Director of Nursing Services. Under direction plans, coordinates, organizes, and provides health care services within the expanded nursing functions of a specialty role requiring Advanced Practice Nurse Practitioner clinical skills. In collaboration with the Health Authority/Medical Director and understanding delegation orders manages the medical aspects of care. Participates in evaluating the quality and outcomes of the primary health care services provided. May have supervisory responsibility for orientation, teaching and evaluation of others assigned to assist the Nurse Practitioner in the delivery of health care services within the area of specialty.

WORKING HOURS:

Monday - Thursday 7am. - 4:30pm.
Friday - 7am. - 11am.
Evening and Weekend hours required

DUTIES AND RESPONSIBILITIES:

1. Under the supervision of the Health Authority/Medical Director, utilizing acquired nursing skills as a certified Women's Health or Family Nurse Practitioner shall perform physical examinations on Family Planning patients.
2. Identifies the physical, social, and emotional needs of individuals and families through systematic assessment utilizing professional skills, health history, physical evaluation laboratory and other assessment tools.
3. Interprets information collected in the health status assessment to define and implement a plan of care, determine appropriate interactions and prescribe medication and/or treatment per medical protocols or standing delegation orders.
4. Shares responsibility for the orientation, teaching and supervision of nursing and other personnel, in initial patient education, specific method and problem counseling and clinic procedures in Family Planning.
5. Be familiar with all required areas, policies and procedures of Family Planning, TB and STD as well as all other areas of nursing in the Health District.
6. Impart information about services in a manner consistent with policies and functions of the agency to professional health care providers and organizations, and other community groups as well as participate in community health promotion efforts through teaching and counseling.
7. Provide relief nursing services for all nursing personnel in Family Planning, STD, Immunization, and Tuberculosis as required.
8. Apply epidemiological methods for disease control to individuals, families and communities.
9. Functions as resource person, role model and consultant for other Nurse Practitioners and Registered Nurses in the area of specialty. Consults with immediate supervisor regarding developments within the specialty that affect nursing.
10. Performs other related duties as assigned.

KNOWLEDGE REQUIRED TO PERFORM THE JOB:

Considerable knowledge of public health theory and practices of professional nursing theory, procedures, and techniques, especially regarding Women's Health, STD's, and Prenatal; of the extent and limitations of delegated authority as defined by the protocol developed jointly between the Health Authority/Medical Director and the Nurse Practitioner; of the rules of prescriptive authority; of the legal implications of the practice of nursing and of State and Federal laws and health codes which affect client care; of agency guidelines pertaining to the provision of health care by the Nurse Practitioner.

SKILLS REQUIRED TO PERFORM THE JOB:

Comprehensive skill in the use of Advanced Practice Nursing techniques and procedures necessary to provide health care for men and women; in educating clients concerning their health needs.

ABILITIES REQUIRED TO PERFORM THE JOB:

Ability to function in the expanded role of Nurse Practitioner. Demonstrates appropriate utilization of supervisory and consultative skills. Ability to function as a resource person, role model and preceptor for Nurse Practitioner students. Ability to collect, analyze and interpret data as related to Women's Health care, to initiate and manage a therapeutic regimen for selected health problems in accordance with the established protocols; to provide for continuity of care to clients; to evaluate health care provided and modify as needed; to recognize when to refer the patient / client to a physician or other health care provider(s).

SPECIAL INSTRUCTION, SCREENING CRITERIA, REMARKS:

Valid Texas Driver's License

Maintain Basic Cardiac Life Support Certification

Must have own automobile

SPECIAL CONSIDERATIONS/REQUIREMENTS/RECOMMENDATIONS:

Potential occupational exposure risks to bloodborne pathogens exist.

Increased risk for exposure to and possible transmission of vaccine-preventable diseases/Tuberculosis

The following Immunizations are required by the Health District:

Hepatitis B series (documentation of 3 doses. Unimmunized new employees must complete a 3-dose series and post-vaccination test showing immunity. If test result is negative, up to 3 additional doses of vaccine may be required.

MMR (2 doses or evidence of immunity to measles, mumps, and rubella)

Varicella (2 doses, reliable hx of disease, or evidence of immunity to chickenpox)

Td (complete series with 1 booster dose every 10 years).

Mantoux tests are required on employment, annually, intervals based on degree of risk, post exposure, or if symptomatic. If symptomatic, will be referred for chest x-ray.

Recommended:

Influenza (1 dose annually)

Pneumococcal (1 dose for persons 65 and older)

MINIMAL QUALIFICATIONS:

1. Licensed to practice as a Registered Nurse in Texas and approved as a Nurse Practitioner by the Texas Board of Nurse Examiners in a specialty approved for use in the Bell County Public Health District.

I have read and understand the contents of my job description. I have received a copy of my job description.

Signature of Employee

Date

**BELL COUNTY PUBLIC HEALTH DISTRICT
POSITION DESCRIPTION
PUBLIC HEALTH STAFF NURSE**

Revision Date: April 8, 2013

**I. Position Title and Classification: Public Health Staff Nurse
RN I, II, or III**

GENERAL DESCRIPTION:

Responsible for performance of general nursing services in the primary areas of Immunizations, Sexually Transmitted Disease, Family Planning, Tuberculosis, and Disease Surveillance. Work is performed under the administrative supervision of the Director of Nurses and Health Authority/Medical Director.

WORKING HOURS:

Monday - Thursday 7am. - 4:30pm.
Friday - 7am. - 11am.
Evening and Weekend hours required

DUTIES AND RESPONSIBILITIES:

1. Utilizes the nursing process to identify physical, social and emotional health needs of individuals and families.
2. Develops a plan of care which is based on nursing diagnosis and medical diagnosis to achieve client outcomes.
3. Provides individualized care for clients attending specific clinics.
4. Assumes responsibility for managing activities to attain effective clinical environment.
5. Reassesses effectiveness of nursing care delivered based on original or revised care plan.
6. Provides care in a cost effective manner by judicious use of supplies and equipment and careful documentation of supply use.
7. Performs nursing actions that demonstrate professional accountability.
8. Participates in research and educational activities.
9. Adheres to personnel, nursing and administrative policy.
10. Promotes public health services by maintaining effective and responsive communication with community authorities and resources.
11. Performs specific duties outlined per clinic specialty:
Clinics: Tuberculosis, Immunizations, Sexually Transmitted Diseases, Family Planning
Duties: Performs history intake, utilizes appropriate forms/consents, performs phlebotomy and has knowledge of required lab work based on client need, assists Nurse Practitioner in clinic during client's physical exam, performs STD exams on males, females, dispenses medications/administers vaccines and contraceptive supplies per protocol/SDO's, performs exit interview, counsels/educates according to individual client needs, and has adequate knowledge base related to primary nursing

- areas, demonstrates appropriate documentation of all relevant/pertinent nursing actions, performs appropriate follow-up of abnormal lab/conditions/exams, and demonstrates accountability for all nursing actions.
12. Must be knowledgeable and responsible for following all policies, procedures, protocols, and standing delegation orders set forth in the following manuals- Administrative, Family Planning, STD, Tuberculosis, HIV, Immunization, Disease Surveillance, Quality Assurance, and Laboratory.
 13. Performs other duties as required or requested within the realm of the employee's qualifications.

KNOWLEDGE REQUIRED TO PERFORM THE JOB:

General knowledge of professional nursing techniques, basic sciences and interviewing techniques, knowledge of principles and practices of public health nursing, family and group relationships, teaching methods and management techniques.

SKILLS REQUIRED TO PERFORM THE JOB:

Ability to perform general and public health nursing. Ability to work productively with individuals, other professionals and community officials and groups. Ability to communicate effectively utilizing written and oral skills. Ability to perform phlebotomy. Ability to utilize skills associated with supervision and consultation in designated clinical areas.

ABILITIES REQUIRED TO PERFORM THE JOB:

Requires ability to lift clinic supplies, educational materials and machines. Prolong standing, sitting and driving required.

SPECIAL INSTRUCTION, SCREENING CRITERIA, REMARKS:

Valid Texas Driver's License
Must have own automobile
Maintain Basic Cardiac Life Support Certification

SPECIAL CONSIDERATIONS/REQUIREMENTS/RECOMMENDATIONS:

Potential occupational exposure risks to bloodborne pathogens exist. Increased risk for exposure to and possible transmission of vaccine-preventable diseases /Tuberculosis

The following Immunizations are required by the Health District:

Hepatitis B series (documentation of 3 doses). Unimmunized new employees must complete a 3-dose series and post-vaccination test showing immunity. If test result is negative, up to 3 additional doses of vaccine may be required.

MMR (2 doses or evidence of immunity to measles, mumps, and rubella)

Varicella (2 doses, reliable hx of disease, or evidence of immunity to chickenpox)

Td (complete series with 1 booster dose every 10 years).

Mantoux tests are required on employment, annually, intervals based on degree of risk, post exposure, or if symptomatic. If symptomatic, will be referred for chest x-ray.

Recommended:

Influenza (1 dose annually)

Pneumococcal (1 dose for persons 65 and older)

MINIMAL QUALIFICATIONS:

1. Licensed to practice as a Registered Nurse in Texas and one (1) year of full-time, paid employment as an ADN, or Diploma graduate.
2. Licensed to practice as a Registered Nurse in Texas. A bachelor's degree in nursing from an accredited college or university with one (1) year of full-time, paid employment as a practicing RN.

NOTE: Nurse levels I, II, III on the pay scale are levels of promotion.

Entrance levels for new employees are based on education, years of nursing experience, position to be filled, and current budget for the year. Promotions occur as a result of increased job responsibilities and job performance (merit increases) in relation to longevity of service.

I have read and understand the contents of my job description. I have received a copy of my job description.

Signature of Employee

Date

**BELL COUNTY PUBLIC HEALTH DISTRICT
POSITION DESCRIPTION
PUBLIC HEALTH STAFF NURSE**

Revision Date: April 6, 2016

**I. Position Title and Classification: Licensed Vocational Nurse
LVN I or LVN II**

GENERAL DESCRIPTION:

Performs advanced technical nursing duties and assists with other related duties involved in providing ambulatory client care in a clinic within the Health District. Duties may include explaining programs offered by the Health District to individuals/organizations. The activities of the vocational nurse are based on his/her educational preparation and experience. Work is performed under the administrative supervision of the Director of Nurses and Health Authority/Medical Director.

WORKING HOURS:

Monday - Thursday 7am. - 4:30pm.
Friday - 7am. - 11am.
Evening and Weekend hours required

ESSENTIAL FUNCTIONS:

1. Performs appropriate nursing tasks in all clinics.
2. Interviews patients or relatives to obtain appropriate health history and/or immunization status.
3. Performs screening tests for which he/she has been prepared by education and experience, including venipuncture and finger sticks.
4. Utilizes community relationships to contribute to better public understanding of health services.
5. Provides medication according to agency policy and as ordered by a nurse practitioner per standing delegation orders - oral and injectables.
6. Takes vital signs and measurements; records findings in EHR or on appropriate forms.

7. Implements patient teaching according to standing delegation orders.
8. Maintains records and prepares reports as required by nursing administration.
9. Performs follow-up of abnormal conditions per policies/procedures.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge and ability to perform nursing procedures for which the vocational nursing course has provided the necessary degree of skill and judgment; performance shall be limited to those acts for which he/she has been prepared.
- Knowledge of clinic and office operations.
- Ability to observe general physical condition of patients to detect signs of abnormalities. Ability to communicate effectively. Ability to record observations completely, accurately, legibly, and concisely.
- Knowledge of agency policies, procedures, protocols, and standing delegation orders.
- Knowledge of fundamental principles of human behavior and an appreciation of the effects of stress upon individuals and groups.
- Ability to work within the team concepts in relation to nursing.
- Knowledge of need to refer specific situations to Registered Nurse for disposition.

SPECIAL CONSIDERATIONS/REQUIREMENTS/RECOMMENDATIONS:

Potential occupational exposure risks to bloodborne pathogens exist.

Increased risk for exposure to and possible transmission of vaccine-preventable diseases/Tuberculosis

The following Immunizations are required by the Health District:

Hepatitis B series (documentation of 3 doses). Unimmunized new employees must complete a 3-dose series and post-vaccination test showing immunity. If test result is negative, up to 3 additional doses of vaccine may be required.

MMR (2 doses, reliable hx of disease, or evidence of immunity to chickenpox)

Td (complete series with 1 booster dose every 10 years).

Mantoux tests are required on employment, annually, at intervals based on degree of risk, post exposure, or if symptomatic. If symptomatic, will be referred for chest x-ray.

Recommended:

Influenza (1 dose annually)

Pneumococcal (1 dose for persons 65 and older)

MINIMAL QUALIFICATIONS:

1. Licensed to practice as a vocational nurse in Texas, plus one (1) year of full-time, paid employment as a licensed vocational nurse.

NOTE: Level II may be an entry level or level of promotion.

Entrance levels for new employees are based on education, years of nursing experience, position to be filled, and current budget for the year.

Promotions are based on increased job responsibilities and job performance (merit increases) in relation to longevity of service.

I have read and understand the contents of my job description. I have received a copy of my job description.

Signature of Employee

Date

**BELL COUNTY PUBLIC HEALTH DISTRICT
POSITION DESCRIPTION
MEDICAL ASSISTANT**

Revision Date: April 13, 2016

**I. Position Title and Classification: Medical Assistant
Level I or II**

GENERAL DESCRIPTION:

Performs administrative and clinical tasks and assists with other related duties involved in providing ambulatory client care in a clinic within the Health District. Duties may include explaining programs offered by the Health District to individuals/organizations. The activities of the medical assistant are based on his/her educational preparation and experience. Work is performed under the administrative supervision of the Director of Nurses, Health authority, and direct supervision by a registered or licensed vocational nurse.

WORKING HOURS:

Monday - Thursday 7am. - 4:30pm.
Friday - 7am. - 11am.
Evening and Weekend hours required

ESSENTIAL FUNCTIONS:

Administrative

- Assist DON as needed
- Schedule appointments
- Send letters
- Develop educational materials
- Referrals
- Follow-up

Clinical

- Escort patient to exam room
- Carry out patient history interviews
- Take and record vital signs
- Prepare patient for examination
- Provide patient information/instructions
- Educate patients about procedures
- Notify patients of laboratory results
- Assist with medical examinations/surgical procedures
- Set up/clean patient rooms
- Maintain inventory
- Restock supplies in patient rooms
- Instruct patients about medications
- Clean, run, perform maintenance on autoclave

Advanced duties

- Collect and prepare basic laboratory tests /specimens
- Prepare/administer specified oral/intramuscular medications
- Perform venipuncture
- Administer Immunizations

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of clinic and office operations.
- Ability to observe general physical condition of patients to detect signs of abnormalities.
- Ability to communicate effectively
- Ability to interact effectively and in a supportive manner with persons of all backgrounds.
- Ability to record observations completely, accurately, legibly, and concisely.
- Knowledge of agency policies/procedures/protocols/standing delegation orders contained within the following manuals-Family Planning, Tuberculosis, Sexually Transmitted Diseases, Disease Surveillance, Administrative, Quality Assurance, Immunization, and Laboratory.
- Knowledge of fundamental principles of human behavior and an appreciation of the effects of stress upon individuals and groups.
- Ability to work within the team concepts.
- Knowledge of need to refer specific situations to RN or LVN for disposition.
- Computer skills to include Microsoft Word and Excel, 35 WPM, NextGen/EMR experience a plus
- Excellent telephone patient service skills.
- Ability to work efficiently and effectively.
- Ability to work well under pressure, multi-task and handle stress well.
- Excellent written and verbal communication skills.

SPECIAL CONSIDERATIONS/REQUIREMENTS/RECOMMENDATIONS:

Potential occupational exposure risks to bloodborne pathogens exist. Increased risk for exposure to and possible transmission of vaccine-preventable diseases/Tuberculosis

The following Immunizations are required by the Health District:

Hepatitis B series (documentation of 3 doses). Unimmunized new employees must complete a 3-dose series and post-vaccination test showing immunity. If test result is negative, up to 3 additional doses of vaccine may be required.

MMR (2 doses, reliable hx of disease, or evidence of immunity to chickenpox)

Td (complete series with 1 booster dose every 10 years).

Mantoux tests are required on employment, annually, intervals based on degree of risk, post exposure, or if symptomatic. If symptomatic, will be referred for chest x-ray.

Recommended:

Influenza (1 dose annually)

Pneumococcal (1 dose for persons 65 and older)

MINIMAL QUALIFICATIONS:

1. High School Diploma or equivalent.
2. Current valid certification as a Medical Assistant.

3. One year of experience as a Medical Assistant and receptionist in a healthcare setting.

NOTE: Level II may be an entry level or level of promotion.

Entrance levels for new employees are based on education, years of experience, position to be filled, and current budget for the year.

Promotions are based on increased job responsibilities and job performance (merit increases) in relation to longevity of service.

I have read and understand the contents of my job description. I have received a copy of my job description.

Signature of Employee

Date

g. The Director, Director of Nurses (DON), and Chief Financial Officer (CFO) are responsible for design, implementation, and monitoring of the HTW Program budget. The Director and DON will design the budget by estimating the amount of funds needed to operate two clinics and provide services to eligible clients based on past experience providing Women's Health and Family Planning services. The target number of clients is communicated to the clerical staff, billing clerk, and nursing staff. All staff is involved in ensuring the numbers are obtained. The approved budget will be implemented on July 1, 2016. The DON is responsible for working with the billing clerk to discuss expenditure procedures for purchasing, invoicing, accountability, and monitoring to ensure the program stays within the budget. They will discuss with the CFO the procedures for submitting required documents for inclusion in monthly vouchers. It is the responsibility of the CFO to keep the DON informed of up to date program income and award amounts so adjustments can be made accordingly. The DON and CFO will carefully monitor reimbursements and expenditures to ensure the Health District is able to continue to provide services throughout the contract term. The DON will monitor spending activities monthly with the help of the billing clerk who is also the purchasing agent. The billing clerk provides the DON with a monthly report of all clients seen in clinic, as well as a weekly report on the amount of funds spent. A spreadsheet is utilized to keep track of all expenditures in clinics. Expenditures to be tracked include office supplies, clinic supplies, pharmaceuticals, and LARCs. The CFO is responsible for providing the DON with monthly financial reports so that they are aware of revenue versus expenditures in the program. The CFO is responsible for monitoring program income, submitting vouchers, and all financial reports when required.

The DON performs evaluation of the results of all activities, plans, processes, and programs, compares with the intended results, and makes necessary adjustments to ensure objectives are met prior to end of the contract period. The DON completes and submits all required program specific reports. The DON, CFO and billing clerk will maintain regular communication with regard to all aspects of the budget to be able to ensure continuation of clinics and maintenance of staff.

Quality Assurance/Quality Improvement

QA/QI management and processes utilized to monitor services

The Health District has a Quality Assurance/Quality Improvement (QA/QI) Plan that guides the QA/QI activities conducted in Health District clinics. The QA/QI plan and policies

were written and are updated by members of the QA/QI Committee, and is managed by the Director of Nurses (DON). The QA/QI plan provides detailed information as to the activities required, with criteria, instructions and evaluation formats related to clinical, personnel, and medical records. The DON is responsible for all QA/QI activities, and assigns QA/QI responsibilities to Health District staff, which report findings to the DON as the activities are performed. Documentation of all QA/QI activities is maintained in a QA/QI Results Manual located in the DON's office. The DON maintains a database to assist with timelines and due dates for the year. A QA/QI calendar of activities is maintained by the DON that lists all QA/QI activities by the month they are to be performed and is utilized by staff performing the activities. A QA/QI checklist is also utilized to ensure all QA/QI activities are completed.

The staff who conduct QA/QI activities are the Health Authority/Medical Director (a Board Certified Family Practice licensed physician), Nurse Practitioners (certified in their specialty), licensed healthcare professional - Registered Nurses and Licensed Vocational Nurses, Certified Medical Assistants, experienced frontline clerks who have years of experience in service provision, and the DON (who is a Women's Health Nurse Practitioner).

QA/QI Committee

The Health District has a QA/QI Committee that serves as an oversight body to ensure that quality services are provided in the most cost effective, efficient, standardized manner and that minimizes the agency's liability risk. The QA/QI Committee meets quarterly, or more often if needed. The QA/QI Committee reviews the QA/QI plan annually and makes any necessary changes to ensure that elements of the plan are consistent with program requirements. The QA/QI Committee assesses outcomes and goals and make decisions regarding quality improvement actions to be taken based on analysis of the data collected. The DON conducts the quarterly QA/QI Committee meetings, is responsible for developing the agenda, coordinates and schedules the meetings, and maintains documentation of the QA/QI Committee meeting minutes. It is the responsibility of the DON to carry out the recommendations of the QA/QI Committee.

Members of the QA/QI Committee are: Health Authority/Medical Director, DON, Director, designated nursing staff, a representative from Women Infants and Children (WIC) program, and a clerical representative. The Director's role is to be aware of issues that may impact funding, issues requiring their interaction, and be available to ensure that administrative issues are resolved. The Director is also responsible for approving administrative and personnel policies.

The WIC representative reports on WIC QA/QI activities and issues that relate to WIC services. They are responsible for keeping the WIC Director informed of committee findings and direction. They work with the WIC Director regarding the oversight of the personnel who are conducting ongoing reviews (self-audits) and reports on corrected/not corrected issues. The WIC Director is responsible to ensure that findings are identified and corrected. The designated nursing staff is responsible for reporting on clinical nursing issues related to client satisfaction, quality care issues, record review results, and staff/client safety issues. The clerical representative reports on issues regarding records, and any identified problems with the overall record keeping system.

Results of QA/QI activities are discussed in staff meetings, disseminated via memos, and reviewed in quarterly QA/QI meetings. The DON is responsible for reviewing findings of record reviews and observations of staff/client interactions. An action plan is developed and overall service provision is reviewed and revised according to QA/QI findings. The DON conducts any follow up of the corrected or revised action plan to ensure findings were corrected and services improved. The DON ensures that all complaints are tracked and maintained for all programs. The DON ensures that corrective actions are identified for any findings, and brings to the committee issues that have not been resolved to obtain

administrative direction and recommendations. Recommendations from the committee may result in new departmental policies, revision of existing policies, enhanced quality management reviews, revisions to the existing quality management program, and staff training to inform of program requirements to enhance quality of service provision. Committee recommendations are carried out by the DON and key staff. The DON provides committee members with reports from the pharmacist regarding recommendations or findings from pharmacy site visits.

QA/QI Activities/Staff Responsible

The Health Authority/Medical Director works closely with the Division Directors, and is responsible for the physician role in sexually transmitted disease clinic, resource and direction for resolution of communicable and vaccine preventable diseases occurring in Bell County, is responsible for the administration of State, Federal, and local laws relating to public health within the Health District, and determines the direction of all primary programs. The Health Authority/Medical Director is responsible for Nurse Practitioner oversight, reviews all clinic issues with regards to licensed staff, and guides the clinical aspects of the Medical/Nursing Division. The Health Authority/Medical Director participates in the QA/QI aspect of care to include, monthly review of 20 medical records, annual review and approval of policies and procedures, annual review and approval of standing delegation orders (SDO's) and Protocols, approval of any changes to policies or SDOs, Nurse Practitioner evaluations, and is a member of the QA/QI Committee.

The DON trains designated staff on how to perform the QA/QI activity and imparts responsibility to complete the activities to them. The DON is responsible to ensure all licenses, certificates, credentials, inspections, evaluations, in-services, contracts, staff development, and trainings are kept up to date. The DON is responsible for assuring that the licenses are renewed for: each pharmacy, the pharmacist, the Health Authority/Medical Director, and all nursing personnel. The DON ensures that CLIA certificate is in date, and liability insurance is renewed for the Health Authority/Medical Director and all nursing personnel. The DON is responsible to see that the Nurse Practitioners receive quarterly evaluation of their Wet Mount skills, staff is CPR trained and maintains certification, and the pharmacy in-service is conducted. The DON ensures that Tubal Ligation and pharmacist contracts are renewed annually. The DON conducts annual employee evaluations.

SDO's are currently in place for Bacterial Meningitis, Contraceptive Refill Visits, Emergency/Safety/Preparedness, Family Planning Education/Counseling, Immune Globulin, Immunizations, Influenza/Pneumococcal, Nurse Practitioner Protocol, Rabies, Smallpox, and Sexually Transmitted Diseases. The DON is responsible for ensuring Protocols and standing delegation orders (SDO's) remain up to date. Standing delegation orders are signed and updated annually by the Health Authority/Medical Director and nursing staff. New signature sheets are signed at each annual review. When revisions occur to any protocol or SDO, staff is trained and is required to sign that they are aware of and will comply with the revisions. Policies, procedures, protocols are updated by the DON whenever changes are made to the program manuals, or when a need for policy or procedure change is identified. Policy and Procedure changes are sent to staff via memo or through staff meetings.

The DON is responsible for staff development and conducts an annual staff development survey. Training needs are determined based on the staff development surveys. They are responsible for the credentialing process and to report on these areas. The DON conducts annual trainings on Bloodborne Pathogens/Infection Control, Medicaid/Medicare Compliance, HIPAA, Laboratory Procedures/CLIA, Resisting Sexual Coercion/Abuse Recognition/Reporting Policies and Practices, Limited English Proficiency, Nondiscrimination, Emergency Procedures, Family Involvement, Freedom of Choice, Human Trafficking, Random Moment Time Study, and Research.

The Nurse Practitioners conduct research and provide up-to-date resources when developing and/or revising SDO's and protocols. Nurse Practitioners provide input from continuing education activities and peer-reviewed journal articles to ensure the NP protocols remain up to practice standards.

The designated licensed nursing personnel and clerical staff in each office are responsible for conducting the following QA/QI activities: Monthly record audits for all programs (Eligibility/Billing review done quarterly), Annual site evaluations, Client Satisfaction Surveys, Clinic Site Evaluations, Bloodborne Pathogen Clinic Evaluation, Fire Drills, Emergency Response Evaluations, and Clinic Flow Analyses. The nurses are responsible to see that buildings and Fire equipment are inspected at appropriate times, microscopes are inspected and maintained, Pharmacy site evaluations are conducted quarterly, and that site visit documentation is complete and accurate. Observation of staff/client interactions is conducted annually by supervisors of all nursing staff in clinical areas.

Monitoring data is reported to the DON as scheduled activities occur (record review, site reviews, client surveys, site surveys, evaluations, drills). Monitoring results, and all actions taken, are reported to the QA/QI Committee by the DON at the quarterly meetings. All medical record reviews that identify findings have an identified corrective action needed. The finding is discussed with staff that is responsible to ensure that it is corrected. The subsequent record reviews should identify if the issue is resolved. If there are continued problems, the DON develops a corrective action plan based on the results (staff meeting, formal training, or counseling session).

Client satisfaction surveys

Client satisfaction surveys are conducted annually to determine patient satisfaction and perception of health services received. The information obtained from the surveys is used to promote changes within the Health District's health care delivery system to enhance safety, program quality, and client satisfaction/utilization of services. Personnel in each office are designated to conduct the surveys. Surveys are provided to clients during a Family Planning, contraceptive refill visit, and pregnancy test visit during the month of September of each year. The results are compiled and submitted to the DON, then they are reviewed and presented to the QA/QI committee. Survey results and client comments are discussed at QA/QI meetings, and may result in changes made to procedures or facilities.

Adverse Outcomes

The system utilized to identify and monitor adverse outcomes requires thorough documentation of events resulting in adverse outcomes to include clear descriptions of the incidents, involved persons, and pertinent information related to the incidents. A consultative meeting composed of the DON, Health Authority/Medical Director, and involved personnel occurs. Dependent upon findings of the review committee, the following actions could occur: new departmental policies, revision of existing policies, enhanced quality management reviews, revisions to existing quality management program, and staff training to inform staff of program requirements to enhance quality of service provision.

Development and Revision of Standing Delegation Orders and Protocols

The Medical Director and DON are responsible to ensure that all protocols and standing delegation orders are up to date and signed. New protocols are developed based on need in the appropriate program. Research is done utilizing nationally recognized publications on the needed topic by the DON or Nurse Practitioner. The Nurse Practitioners conduct research and provide up-to-date resources when developing and/or revising SDO's and protocols. Nurse Practitioners provide input from continuing education activities and peer-reviewed journal articles to ensure the NP protocols remain up to practice standards.

The following guidelines are utilized when developing protocols: American Cancer Society Guidelines for Cervical Screening, American College of Obstetricians and Gynecologists, CDC-Quality Family Planning Guidelines, CDC-Medical Eligibility Criteria for Contraceptive Use, American Society for Colposcopy and Cervical Pathology, CDC STD Treatment Guidelines, Guidelines for Male Reproductive Health Services, and DSHS Standards for Public Health Clinic Services.

MONTH	RESPONSIBLE PERSON	QA/QI ACTIVITIES 2016
JANUARY		
Fire Extinguisher Check	Designated staff	Monthly Record Reviews (all months)
	Charlsie	CSS TIME AND INVOICE DUE 1ST OF EACH MONTH
	Chelo	Counselor Health Educator Performance Assessment Due
	Chelo	Medical Director Evaluation
	Chelo	QA/QI Committee meeting
	Chelo	FPAR
	Maria	Pharmacy Site Visit - T & K
	Chelo	Post OSHA forms in clinics/do summary for Epi manual
FEBRUARY		
Fire Extinguisher Check	Maria	Pharmacy nursing staff in-service due
	Maria	Pharmacy Site Visit - T & K
	Carol	Temple Fire Equipment Inspection due 2/14 - 778-2041
	Chelo/Robyn	Wet Mount Evaluations
MARCH		
Fire Extinguisher Check	Annette/Carol	Exposure Control Clinic Assessment - T & K
	Chelo	CLIA recertification 2018
	Annette	Killeen Fire Alarm Permit Due - (501-6584 Norma)
	Annette	Killeen Fire Building Inspection due - Annette (907 Jasper)
	Maria	Pharmacy Site Visit - T & K
APRIL		
Fire Extinguisher Check	Kathy	Immunization in-service
	Chelo	QA/QI Committee meeting
	Chelo	Prescriptive Authority Agreement renewal
MAY		
Fire Extinguisher Check	Chelo	CPR Recertification for all nursing personnel (Due 2016)
	Annette/Carol	Lab Personnel Evaluations - T & K
	Maria	Pharmacy Site Visit - T & K
	Chelo	Staff Development Needs Assessment
	Chelo/Robyn	Wet Mount Evaluations
	Chelo	Killeen Pharmacy license renewal due June 2016
JUNE		
Fire Extinguisher Check	Maria	Pharmacy Site Visit - T & K
	Annette/Carol	Centrifuge Microscope Maint - Glenn at 254-776-2121
	Annette/Carol	Eligibility Evaluations
	Annette/Carol	Fire Drill - T & K
	Chelo	Killeen Pharmacy license renewal due
	Dr. Smith	NP Evaluations
	Chelo	PERSONNEL Evaluations
JULY		

Fire Extinguisher Check	Chelo/Dr. Smith	Update SDO's/Program Manuals/MOUs
	Annette/Carol	Annual Site Evaluation - T & K
	Chelo	QA/QI Committee meeting
	Maria	Pharmacy Therapeutics Meeting due - T & K
	Maria	Pharmacy Site Visit - T & K
AUGUST		
Fire Extinguisher Check	All nursing staff	Operation Manuals Review Due - all nursing staff
	Chelo	ANNUAL TRAININGS - Adjust sick and annual leave
	Chelo/Robyn	Wet Mount Evaluations
	Carol	Temple Fire Department Building Inspection - 298-5682
	Maria	Pharmacy Site Visit - T & K
SEPTEMBER		
Fire Extinguisher Check	Annette/Carol	Client Satisfaction/Health Service Profile Survey Due (#50)
	Maria	Pharmacy Site Visit - T & K
	Annette	Killeen Fire Equipment /Alarm Inspection Due - 254-778-2041
OCTOBER		
Fire Extinguisher Check	Annette/Carol	Emergency Response Evaluation - T & K
	Chelo	QA/QI Committee meeting
	Maria	Pharmacy Site Visit - T & K
NOVEMBER		
Fire Extinguisher Check	Maria	Pharmacist license expires 12/16
	Maria	Pharmacy Site Visit - T & K
	Chelo/Robyn	Wet Mount Evaluations
	Chelo	TEMPLE PHARM LIC RENEWAL DUE NEXT MONTH
	Chelo	Pharmacy contract renewal T & K
DECEMBER		
Fire Extinguisher Check	Annette/Carol	Fire Drill - T & K
	Annette/Carol	Microscope and Centrifuge Maintenance Glenn at 254-776-2121
	Chelo	TEMPLE PHARM LIC RENEWAL DUE
	Annette/Carol	Clinic Flow Analysis T & K
	Maria	Pharmacy Site Visit - T & K

Professional Development:

a. The Health District is the point of entry into the healthcare system for many clients, and it is important that clients are treated with respect and dignity. A client who receives poor care due to a lack of sensitivity is at risk of developing mistrust towards the healthcare system or community in general. Mistrust can turn these clients away from seeking care, causing them to wait until the need for emergency services arises. This puts an undue burden on the system. The Health District wants to ensure staff is trained appropriately in order to meet the needs of all clients. The Health District has a comprehensive orientation program for all new employees. There is a Nurse Orientation Manual that provides new nursing staff with tools to learn their job with respect to clinical skills, teaching skills, standing delegation orders (SDO's), Protocols, Procedures, use of the Electronic Health Record (EHR), and administrative responsibilities. They also are assigned a mentor that ensures the new nurse/CMA is trained adequately. The orientation plan focuses on required trainings, shadowing, and examples of client counseling, education and documentation. There are check-offs to document every stage of training, these are reviewed weekly by the

mentor, and training is usually complete after six months of employment. Staff is not allowed to function independently until they are checked off in all areas.

Required trainings include nursing skills, Medicare/Medicaid compliance, Sexual Coercion/Abuse Recognition/Reporting, Limited English Proficiency, Nondiscrimination, Human Trafficking, HIPAA, Emergency, Safety, Preparedness Procedures, Title X, RMTS, Freedom of Choice, and Research. Additionally, staff is trained on cultural diversity and sensitivity. Examples of trainings include Cultural Competence, Enhancing Client-Centered Communication through Cultural Competence, and Defining Cultural Competence. The Health District provides these trainings to ensure services are provided without bias towards race, creed, gender, disability, age, religion, or sexual preference. Staff is trained to be aware of their own biases when providing care as they may influence the filter through which they view others.

The Nurse Practitioners keep abreast of current guidelines regarding Women's Healthcare and any new information is communicated to the staff and changes are made in protocols, standing delegation orders, policies/procedures, and routine care of patients. SDO's and Program Manuals are updated yearly or more often as needed by the Director of Nurses (DON) and Health Authority/Medical Director. Nurses performing patient interviews are observed regularly to ensure that they are performing consistent with current standards.

Trainings and updates are provided by staff meetings, webinars, and memos. Presentations done by an outside trainer are the most effective, but are the most costly. Webinars are less expensive and can be done more frequently. These are available both at set times and on demand. Cardea, CDC, and California Family Health Council are among those that have programs available, but some require a fee. There are also online resources that can be downloaded, printed, and disseminated to staff by memo or discussed in a staff meeting.

The Health District would like to provide more and different trainings for staff, and there are agencies that have excellent trainings which have previously been difficult to access due to lack of funding. Additional funding will help the Health District provide these trainings.

b. Staff who will attend HHSC required trainings is the Director of Nurses and all licensed nursing staff. Depending on where the trainings are held, length of training, and clinic schedules, staff may attend in person or remotely. The Director of Nurses will attempt to attend all trainings in person. Depending on the subject matter of the training, additional staff, such as billing or clerical will attend either in person or remotely. Clinic schedules will be adjusted accordingly to allow for the participation of required personnel.

Recruitment:

The Health District is active in recruiting eligible candidates for Texas Women's Health Program (TWHP) and has been since its inception. The Health District will continue its recruiting efforts for Health Texas Women (HTW). Staff screens all clients who call or present for services regarding TWHP eligibility. Clients who screen potentially eligible are encouraged to apply for the program. Staff explains the methods of applying by paper or electronically, and informs clients that they can come to the clinic for assistance. A computer is available for clients to use, and staff will assist them with the application process. The client is seen regardless of their approval status to expedite entry into care. Recruiting efforts also include informing clients about TWHP who present for Sexually Transmitted Disease testing and treatment. The nursing staff and clerks educate the clients regarding available services and importance of applying if potentially eligible.

The Health District employs an Outreach Educator that provides presentations to students, community groups (Rotary Club, Tribal Council, NAACP, Masons), Veteran's

groups, churches, Boys and Girls Club, jails, detention centers, pregnancy centers, colleges, teen clubs, homeless shelters, battered women's shelters, school nurses, advisory committees, drug rehabs, Health District WIC staff, and Health District nursing staff. They provide information on TWHP, the application process, and available services. The Outreach Educator also provides information on all Health District services, and specifically Immunization information (the Educator is partially funded by the Immunization Program). The Outreach Educator also attends Health Fairs where printed information on TWHP is provided. Information is provided to local businesses on TWHP and Health District services and is replenished as needed.

All Health District staff will be educated and updated on the new HTW program, especially regarding the modified eligibility and expanded service package. Staff will explain the new HTW program to current clients, including information about the start date and how their benefits will change. Former TWHP clients who are overdue for their annual exam will be contacted to inform them about the new HTW program.

The Health District would like to hire a dedicated Outreach/In-reach Coordinator (OIC), who will function in the role of organizing all efforts related to Healthy Texas Women and Family Planning. They will work with the current Outreach Educator to provide outreach and in-reach activities. The OIC will be responsible for all in-reach activities including staff training, professional development, client education, advertising, electronic health record (EHR) blasts, press releases, and social media efforts. The Health District will provide the Coordinator with the materials needed for these efforts. This may include office supplies, advertising costs, and education materials. The OIC will adjust schedules for trainings and EHR associated activities. The OIC will monitor staff performance to ensure staff is recruiting correctly.

Long-Acting Reversible Contraception (LARC) Usage

a. The Health District currently provides all available Long-Acting Reversible Contraception (LARC) methods-Mirena, Liletta, Skyla, ParaGard, and Nexplanon- at each clinic site (Temple and Killeen). The Health District will continue to provide this service in both clinics. The Nurse Practitioners are trained to insert and remove each of the LARCs and do so on a regular basis.

b. The Health District nursing staff provides information about LARC methods to all TWHP and Family Planning clients. The information provided includes risks, benefits, side effects, mechanism of action, insertion/removal procedures, and contraceptive alternatives. Written information is also provided. The nursing staff reviews criteria for LARC candidacy with all clients. The nursing staff ensures clients understand that if they have a LARC inserted, they can have it removed whenever they desire. When a client decides on a LARC for their method, staff goes over all information verbally with the client. They discuss possible side effects several times prior to placement. The client learns about possible side effects during the annual exam nurse interview, during the exam with Nurse Practitioner, in post counseling, and then with the nurse at placement check-in to ensure full understanding prior to the procedure. Clients are encouraged to speak with nursing staff regarding side effects they experience after placement. Nurses will return calls within 24 hours. Nursing staff is trained on how to help clients manage side effects, and triage to the Nurse Practitioner as appropriate. Clients are educated on those side effects that require emergency intervention. The Health District has a 24-hour answering service.

The Outreach Educator provides LARC written information at school outreaches, community group presentations, and Health Fairs. They discuss LARCs during presentations, and provide information on how to obtain an appointment at the Health District. LARC information can be disseminated through the Health District's Facebook page, Electronic Health Record (EHR) "blasts", and other social media outlets. These

different approaches work together to increase awareness and knowledge in the priority population, which will increase utilization.

Utilization of LARCs with TWHP clients is currently at 25%, and has increased over the last several years among these clients. One of the reasons for increased utilization is that clients used to be referred to a local hospital for placement, and now LARCs are placed on site. The Health District promotes these methods to clients and keeps them readily available. Each type of intrauterine device and contraceptive implant is kept in stock so that same day insertion is available for appropriate clients opting to use these methods. The ability for the client to receive same day LARC insertion reduces the risk of unintended pregnancies. The Health District will work to increase awareness and usage of LARC methods by ensuring all clients are informed about LARCs in clinics, during outreach presentations, through EHR blasts, and through social media messages.

c. Several companies offer LARC counseling trainings to educate nursing staff. The University of California at San Francisco with The Bixby Center for Global Reproductive Health provides LARC training online and onsite. The training teaches staff ways to blend counseling for IUDs and the contraceptive implant into routine contraceptive education. Training is also available through sites such as Johns Hopkins and California Family Health Council. Fact sheets and information are available through Cardea, CDC, Association of Reproductive Health Professionals and others. Representatives from the LARC manufacturers provide training to Health District staff about their devices. They are the subject matter experts and it provides an opportunity for staff to ask questions and increase their understanding of the methods. Staff meetings will be utilized to train and keep staff up to date on LARC information pertinent to selection criteria, counseling, placement, management of side effects, and removal of the methods.

FORM I: WORK PLAN Revised 6/21/16

Program Component A Program Administration and Management				
Goals: Provide Family Planning Services to Eligible Population				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
<p>By the end of the contract term, the Health District will provide services to 550 Healthy Texas Women (HTW) clients through the Fee For Service portion of the program and 200 clients through presumptive eligibility for HTW.</p> <p>Proposed Clients to be served will remain the same with revised allocation.</p>	1. Provide information regarding reproductive anatomy and physiology, the value of family planning in promoting individual and family health, HIV prevention, breast exam, and other health promotion practices.	Medical Record Reviews Nurse and Nurse Practitioner Performance Observations	Nursing Staff	<p>Beginning July 1, 2016 and continuing until end of contract August 31, 2017.</p> <p>All activities are done at client encounters, and continued on an ongoing basis until the end of the contract (August 31, 2017).</p>
	2. Explain range of available services through HTW, including purpose and sequence within the clinic.	Nurse and Nurse Practitioner Performance Observations	Nursing Staff	
	3. Provide education & information to ensure the client has the appropriate knowledge to make an informed choice regarding contraception and can use the selected method correctly.	Client Satisfaction Surveys; Nurse and Nurse Practitioner Performance Observations	Nursing Staff	
	4. Obtain a medical, gynecological, obstetrical, contraceptive, sexual, and family/social history.	Medical Record Reviews	Nursing Staff	
	5. Perform a physical exam and appropriate lab procedures.	Medical Record Reviews	Nurse Practitioners Nursing Staff	
	6. Provide appropriate contraception.	Medical Record Reviews	Nurse Practitioners Nursing Staff	
	7. Make appropriate referrals for problems.	Review of EMR regarding referrals	Nurse Practitioners	

FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement

Goals: Improve the Quality Assurance/Quality Improvement Program Within the Health District

Objectives	Activities	Measurement	Staff Responsible	Completion Date
Improve communication between management and staff concerning quality assurance issues.	1. Train staff on the QA/QI process.	Staff meeting agendas and sign in sheets	Director of Nurses	July 2016
	2. Train staff regarding non-punitive nature of QA/QI process and that communication of errors and corrective measures is strictly for learning and quality improvement purposes.	Staff meeting agendas and sign in sheets	Director of Nurses	July 2016
	3. Discuss with staff regarding errors found on record review and necessary corrections via one-on-one counseling, staff meetings, and staff memos.	Program Record Review tools; Staff meeting agendas and sign in sheets; Staff memos	Director of Nurses	Monthly
	4. Provide staff with additional training in problem areas based on continued errors or trends identified.	Staff meeting agendas and sign in sheets	Director of Nurses	As needed
	5. Conduct QA/QI committee meetings quarterly and report persistent findings to obtain recommendations from the committee.	QA/QI Committee Meeting Minutes	Director of Nurses	Quarterly <u>Quarterly QA/QI Committee Meetings</u> July 2016 October 2016 January 2016 April 2017 July 2017

FORM I: WORK PLAN**Program Component C
Professional Development****Goals: Ensure Health Care Professionals Provide Healthy Texas Women Services Competently and With Sensitivity to Diverse Client Cultures**

Objectives	Activities	Measurement	Staff Responsible	Completion Date
Provide Nursing Staff with training related to diverse client cultures at least quarterly.	1. Cultural competence training.	Staff meeting agendas and sign in sheets	Director of Nurses	September 2016
	2. Working with LGBTQ clients training.	Staff meeting agendas and sign in sheets	Director of Nurses	December 2016
	3. Working with clients with disabilities training.	Staff meeting agendas and sign in sheets	Director of Nurses	March 2017
	4. Alternative therapies training.	Staff meeting agendas and sign in sheets	Director of Nurses	June 2017

FORM I: WORK PLAN Revised 6/21/16

**Program Component D
Recruitment**

Goals: Ensure Outreach is provided to the Priority Population

Objectives	Activities	Measurement	Staff Responsible	Completion Date
<p>Outreach Educator will provide at least 10 presentations to promote Healthy Texas Women (HTW) within Bell County by the end of the contract term.</p> <p>The Outreach Educator will provide 10 programs based on the revised allocation amount.</p>	1. Review current education program content and revise specifically for Healthy Texas Women education and information.	Outreach Education Manual	Outreach Educator	July 15, 2016
	2. Update contact information for agencies, community groups, and schools.	Contact List	Outreach Educator	July 15, 2016
	3. Contact agencies, community groups, and schools to arrange presentations.	Contact List	Outreach Educator	July 31, 2016
	4. Formulate a calendar based on results of contacts with agencies, community groups, and schools.	Calendar of Activities	Outreach Educator	July 31, 2016
	5. Conduct presentations, providing information to participants regarding HTW, adapting each individual presentation according to the specific audience.	Sign in sheets; Pre/Post Tests	Outreach Educator	Ongoing beginning August 1, 2016 (see Form M-1)
	6. Periodically review educational materials and update when revised by HHSC.	Packet of information for presentations	Outreach Educator	January 2017
	7. Update contact information, maintain database for monitoring of local education activities, and add presentations as the schedule allows.	Contact List	Outreach Educator	August 31, 2017

FORM I: WORK PLAN**Program Component E
LARC Usage****Goals: Increase Utilization of LARCs with the Priority Population**

Objectives	Activities	Measurement	Staff Responsible	Completion Date
Ensure LARCs are readily available to the priority population.	1. Train staff on the importance of providing clients with LARCs as soon as possible (walk-in or same day when appropriate).	Staff meeting agendas and sign in sheets	Director of Nurses	July 2016
	2. Ensure adequate appointment times are available on procedure days for LARC placement.	Clinic schedule	Nurse Practitioners	July 2016 – August 2017
	3. Ensure patients are provided LARCs on walk-in or same day basis when appropriate.	Client records LARC logs	Nursing Staff and Nurse Practitioners	July 2016 – August 2017
	4. Ensure each clinic has “LARC kits” (containing all supplies necessary for LARC placement) facilitating the timely provision of LARCs to walk-in or same day clients.	Inventory	Nursing Staff	July 2016 – August 2017

Attachment C – Contractor’s Revised Budget

General Instructions for Completing Budget Forms

In preparing the budget, you must budget all costs that your organization will incur in carrying out the Healthy Texas Women Program. Instructions for completing the budget template follow:

- * Enter the legal name of your organization in the space provided for "Legal Name of Respondent" on the budget summary page. Doing so will populate the budget category detail templates with the organization's name.

*

Complete each budget category detail template. If a primary budget category detail template does not accommodate all items in your budget, use the respective supplemental budget templates at the end of this workbook. The total of each supplemental category detail budget template will automatically populate to the last line of the respective primary budget category template.

- * After you complete each budget category detail template, go to the Budget Summary.
- * Distribute the total amount in column 1 in each budget category manually among the various funding sources (columns 2 through 6).
- * Refer to the table below the budget template table to verify that the amounts distributed (Distribution Total) in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions (Distribution Totals) equals the Budget Total.
- * Fill all budget forms out in **WHOLE DOLLARS**.

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

6-13-16 **REVISED**

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$180,808	\$64,808	\$116,000
B. Fringe Benefits	\$54,242	\$19,442	\$34,800
C. Travel	\$6,806	\$6,806	
D. Equipment	\$2,275		\$2,275
E. Supplies	\$17,584	\$17,584	
F. Contractual	\$600	\$600	
G. Other	\$57,712	\$57,712	
H. Total Direct Costs	\$320,027	\$166,952	\$153,075
I. Indirect Costs	\$18,687	\$6,698	\$11,989
J. Total (Sum of H and I)	\$338,714	\$173,650	\$165,064

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$180,808	\$180,808	Fringe Benefits	\$54,242	\$54,242
	Travel	\$6,806	\$6,806	Equipment	\$2,275	\$2,275
	Supplies	\$17,584	\$17,584	Contractual	\$600	\$600
	Other	\$57,712	\$57,712	Indirect Costs	\$18,687	\$18,687

TOTAL FOR:	Distribution Totals	\$338,714	Budget Total	\$338,714
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List any budget assumptions below:

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

6-13-16 REVISED

PERSONNEL							
Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
(P) Nurse Practitioner Killeen	N	(K) FP Clinics, abnormal pap counseling, follow up	0.33	Y	\$4,261.00	12	\$16,874
(E) Nurse Practitioner Temple	N	(T) FP Clinics, abnormal pap counseling, follow up	0.33	Y	\$7,386.00	12	\$29,249
(E) RN II Temple	N	(T) FP Clinics, QA	0.33	Y	\$3,466.00	12	\$13,725
(E) RN II Killeen	N	(K) FP Clinics, QA	0.33	Y	\$3,236.00	12	\$12,815
(E) LVN Temple	N	(T) FP Clinics, QA,	0.33	Y	\$2,458.00	12	\$9,734
(E) LVN Killeen	N	(K) FP Clinics, QA	0.33	Y	\$3,021.00	12	\$11,963
(E) CMA Temple	N	(T) FP Clinics	0.33	Y	\$2,000.00	12	\$7,920
(E) Clerk Temple	N	(T) FP Clerical services	0.33	N	\$1,867.00	12	\$7,393
(E) Clerk Temple	N	(T) FP Clerical services	0.25	N	\$1,730.00	12	\$5,190
(E) Billing Clerk Temple	N	(T) Perform all billing functions/purchasing	0.33	N	\$2,544.00	12	\$10,074
(E) Family Planning Clerk	N	(T) (K) Performs Family Planning eligibility in both clinics	0.5	N	\$1,743.00	12	\$10,458
(E) Outreach Educator	N	(T)(K) Provide Outreach Education in the Community	0.25	Y	\$2,544.00	12	\$7,632
(P) Outreach In-reach Coordinator	Y	(T)(K) Provide HTW and Family Planning Outreach Education in the Community	0.5	Y	\$2,544.00	12	\$15,264
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$22,517

SalaryWage Total

\$180,808

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

Insurance-\$461.00; Retirement-12.69%; FICA-7.65%; Unemployment compensation-.0083%; Workers Compensation-3.2%

Fringe Benefit Rate %

30.00%

Fringe Benefits Total

\$54,242

Revised: 7/6/2009

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

6-13-16 REVISED

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
HHSC Required trainings	Nursing staff required to attend HHSC trainings to ensure as health care professionals they provide HTW Program services competently and with sensitivity to diverse client cultures.	TBD	TBD/8	Mileage	\$60
				Airfare	
				Meals	\$300
				Lodging	\$800
				Other Costs	
				Total	\$1,160
HHSC Required trainings	Staff required to attend HHSC training on HTW program.	TBD	TBD/8	Mileage	\$60
				Airfare	
				Meals	\$300
				Lodging	\$800
				Other Costs	
				Total	\$1,160
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$2,320

Revised: 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Local travel for Health District nursing, billing, and outreach staff to provide Family Planning services in satellite clinics and perform outreach activities in the community. Travel Policy follows budget pages.	8972	\$0.500	\$4,486		\$4,486
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel **\$4,486****Other / Local Travel Costs:** **\$4,486****Conference / Workshop Travel Costs:** **\$2,320****Total Travel Costs:** **\$6,806**

Indicate Policy Used:

Respondent's Travel Policy ☒State of Texas Travel Policy ☐

**FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form**

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

6-13-16 REVISED

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

[illegible]

Total Amount Requested for Equipment:

\$2,275

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

6-13-16 REVISED

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
Pharmaceuticals (\$ 5357 per month x 14 months)	Consumable items needed to support Family Planning clinic services; no item has a unit cost greater than \$499.	\$10,000
Office Supplies (\$542 per month x 14 months)	Consumable items needed to support Family Planning clinic services; no item has a unit cost greater than \$499.	\$7,584
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

\$17,584

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: BELL COUNTY PUBLIC HEALTH DISTRICT 6-13-16 REVISED

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Maria Llana-Posey, Pharm.D.	Class D Pharmacist	Label prescription drugs, pharmacy consultant	Hourly	12	\$50.00	\$600
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL: \$600

FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

6-13-16 REVISED

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Housekeeping	Environmental Services for 2 current sites	\$9,500
Computer Services	IT support and computer maintenance	\$10,800
eClinicalWorks Electronic Health Record	Electronic Health Record program/service needed for client medical records in clinics	\$4,200
Single Audit	DSHS mandated single audit	\$2,500
Telephone	Time Warner Cable Service Agreement	\$3,000
Postage and shipping	Correspondence and shipping charges	\$1,000
Stericycle	Disposal of bio-hazardous waste	\$1,600
Ricoh	Lease for copier	\$5,000
Insurance liability	Off-set medical legal risks	\$2,800
Copying/Printing	Forms, patient literature, information sheets, pamphlets	\$2,000
Interpreting services - part time	Provide interpreting services for Spanish speaking clients	\$10,122
Part time clerical services - front desk Temple	Provide receptionist and clerical services, interprets as needed	\$5,190
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

\$57,712

FORM F - 7 Indirect Costs

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

6-13-16

Total amount of indirect costs allocable to the project:

Amount:

\$18,687

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**
Certificate of Indirect Costs is included in RFP following the budget pages and travel policy.

X

RATE: 7.95%

BASE:

Applies only to governmental entities. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**

RATE:

TYPE:

BASE:

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Personnel salaries and fringe benefits

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

SUPPLEMENTAL FORMS INSTRUCTIONS

The supplemental budget templates (two per budget category) are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Respondents that have utilized all the lines on the primary budget templates must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Form F - 1 Personnel) have been used, go to the supplemental template labeled "Form F - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labeled "Form F - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

Form F-1 Personnel Supplemental
Form F-2 Travel Supplemental
Form F-3 Equipment Supplemental
Form F-4 Supplies Supplemental
Form F-5 Contractual Supplemental
Form F-6 Other Supplemental

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

6-13-16 REVISED

PERSONNEL							
Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
(E) Clerk Killeen	N	(K) FP Clerical services	0.33	N	\$1,684.00	12	\$6,669
(E) Clerk Killeen	N	(K) FP Clerical services	0.33	N	\$2,070.00	12	\$8,197
(E) Clerk Killeen	N	(K) FP Clerical services	0.33	N	\$1,932.00	12	\$7,651
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
						SalaryWage Total	\$22,517

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

6-13-16 REVISED

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
					SalaryWage Total		\$0

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

6-13-16 REVISED

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel

\$0

Revised: 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: **\$0**

Conference / Workshop Travel Costs: **\$0**

Total Travel Costs: \$0

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

6-13-16 REVISED

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel

\$0

Revised: 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: **\$0**

Conference / Workshop Travel Costs: **\$0**

Total Travel Costs: \$0

Detail Form (Supplemental)

6-13-16 REVISED

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

[illegible]

\$0

Detail Form (Supplemental)

6-13-16 REVISED

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

[illegible]

\$0

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

6-13-16 REVISED

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

6-13-16 REVISED

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

6-13-16 REVISED

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL:

\$0

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

6-13-16 REVISED

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL:

\$0

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

6-13-16 REVISED

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other:

\$0

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

6-13-16 REVISED

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other:

\$0

Attachment D – Contractor's Original Application



Chris Traylor, Executive Commissioner

**Request for Proposals (RFP)
for
*Healthy Texas Women***

RFP No. 529-16-0094

Date of Release: 3/22/2016

SUBMITTAL DEADLINE: May 2, 2016 2pm

NIGP Class/Item Codes: 948-00, 948-47, 948-48, 948-55, 948-74

SECTION 1

EXECUTIVE SUMMARY

Legal Business Name of

Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

The Bell County Public Health District is a local health district in Central Texas that provides diverse services to citizens of Bell County. They have provided Women's Health and Family Planning Services to the women of Bell County since 1974, and became a Title XIX provider in 1975. The Health District is currently a Texas Women's Health Program (TWHP) provider and has been since the program began. Over the past 42 years, the Health District has acquired the knowledge and skills to provide quality Women's Health and Family Planning services to the priority population. Additional services provided by the Health District are: Immunizations, Tuberculosis, Sexually Transmitted Disease testing and treatment, Disease Surveillance, Women Infants and Children (WIC), Food Protection, and Environmental Health Services.

The Health District currently maintains an Administrative headquarters in Temple; Environmental Health and Food Protection offices in Temple and Killeen; four WIC sites in Temple, Killeen, Copperas Cove, and Ft. Hood; and an office in Belton for the Immunization staff. The Health District operates two fully functioning Family Planning clinics in east and west Bell County in the neighborhoods of the targeted population. Each clinic has a Class D pharmacy on site, a contract pharmacist for both pharmacies, and the pharmacies are managed by clinic staff.

The Health District has comprehensive Family Planning policies and procedures, standing delegation orders, and Protocols in place and has received excellent program reviews from Department of State Health Services (DSHS) and Office of Population Affairs (OPA) in the past. Health District staff conducts Quality Assurance/Quality Improvement (QA/QI) activities in both clinics, and hold QA/QI Committee meetings quarterly. The Health District has HIPAA Privacy and Security policies in place and utilizes a HIPAA compliant Electronic Health Record. All birth control methods are available on site except for sterilizations. Clients may have a Long Acting Reversible Contraceptive (LARC) inserted during their first appointment or as a walk-in, if indicated.

The Health District has procedures to educate and assist clients in enrolling in TWHP. Staff is available to assist clients over the phone or in clinic, and computers are available on site for clients to use to complete the TWHP application. These services will continue with Healthy Texas Women (HTW) Program. The Health District sees presumptively eligible clients within two weeks of an appointment request. Because the Health District sees clients before their TWHP is approved, they often do not get reimbursed for clients who do not complete the application process or are denied. In 2015, the Health District saw approximately 200 women in this situation. The Health District will see presumptively eligible HTW clients to ensure continuity of care, and will do everything possible to assist these clients in the application process. The Health District will ensure staff is trained on the HTW program so they can educate the clients, conduct eligibility correctly, and provide competent care. The Health District will ensure that current clients are educated on the new HTW program benefits. The Health District has an Outreach Educator who provides education to schools, agencies, and community groups on HTW, Health District services, and other topics. The Educator also provides a significant amount of Immunization outreach in the community, so their time is split between the Immunization program and TWHP/Family Planning.

The Health District has 100 employees, 29 are in the Medical/Nursing Division, and 16 provide Women's Health and Family Planning services. The Health District has staff experienced in providing Women's Health and Family Planning services. The Director has

been with the Health District for 24 years, has provided care as a Women's Health Nurse Practitioner since 1994, was Director of Nurses (DON) for 12 years, and has been the primary grant writer for program grants for the past 15 years. The current DON has over 12 years' experience as a Women's Health Nurse Practitioner and 2 years as the DON. The Health District has a part-time Family Nurse Practitioner, and multiple nursing staff that has been with the Health District between 15 and 18 years. There are several clerical staff and Spanish language interpreters who have between 8 and 25 years on staff. The Health District has a comprehensive new employee orientation program. Staff development activities are conducted to ensure staff maintain continued competency.

The Health District is financially sound. The Health District has a \$6 million operational budget and administrative staff successfully manages 17 program budgets in 5 divisions. The Health District has over \$2 million in reserves, so they have the financial capacity necessary to ensure service provision throughout the contract term. The Health District strives to utilize all awarded funds. The Chief Financial Officer (CFO) has been with the Health District for 32 years and has extensive experience devising and working with budgets. The DON and CFO work together on all Medical/Nursing division budgets and will collaborate to develop and execute the Healthy Texas Women budget.

The Health District has a successful history of providing quality services to TWHF clients, and looks forward to providing client care under the new HTW program, especially with the expanded benefits package. The Health District currently maintains adequate staff, service delivery systems, and programmatic infrastructure to allow for immediate provision of services to the priority population beginning July 1, 2016.

If funded, the Health District plans to hire a dedicated Outreach/In-reach Coordinator (OIC) who will be responsible for educating staff on the HTW and Family Planning programs, formulating in-reach materials and education activities, and who will strictly provide HTW and Family Planning program education/information in the community. The current Outreach Educator will assist the OIC, but will only do so part-time. Additionally, the Health District would like to increase the part-time Nurse Practitioner to full-time and increase the number of appointments available in clinics.

SECTION 2

FORM A: PROPOSAL TABLE OF CONTENTS AND CHECKLIST**Legal Business Name of****Respondent:****BELL COUNTY PUBLIC HEALTH DISTRICT**

In coordination with the requirements of **Section 3.8 Format and Content**, this form is provided to ensure respondents submit the required forms required in Section 2 -- Completed Forms A-M-1, and Section 7 -- Certifications and Other Required Forms contained in Appendix D. Be sure to indicate page number.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Proposal Table and Contents and Checklist	<input checked="" type="checkbox"/>	6
B	Texas Counties and Regions List Served by Project	<input checked="" type="checkbox"/>	7
C	Contact Person Information	<input checked="" type="checkbox"/>	8
D	Deleted -- nothing to be submitted	<input type="checkbox"/>	N/A
E	Health Texas Women Program Contact Person Information	<input checked="" type="checkbox"/>	9
F	Budget Summary and Details (Travel Policy, Computer Quotes, & Certificate of Indirect Costs follow the budget pages)	<input checked="" type="checkbox"/>	10-28
G	Respondent Background (Resume's & CV included)	<input checked="" type="checkbox"/>	29-44
H	Funding Request and Performance Measures	<input checked="" type="checkbox"/>	45
I	Work Plan (Organizational charts & Job descriptions included)	<input checked="" type="checkbox"/>	46-82
J	Assessment Narrative	<input checked="" type="checkbox"/>	83-85
K	Healthy Texas Women Clinic Site Readiness	<input checked="" type="checkbox"/>	86-87
K-1	Healthy Texas Women Clinic Sites*	<input checked="" type="checkbox"/>	88-89
	*Include submission date for Medicaid application if respondent is in the process of enrolling in Medicaid	<input type="checkbox"/>	N/A
L	Staff Development Plan	<input checked="" type="checkbox"/>	90-91
L-1	Staff Development Training Calendar	<input checked="" type="checkbox"/>	92
M	Community Education/Program Promotion Plan	<input checked="" type="checkbox"/>	93-97
M-1	Community Education/Program Promotion Calendar	<input checked="" type="checkbox"/>	98-101
Appendix E	Healthy Texas Women Certification	<input checked="" type="checkbox"/>	102-105

REQUIRED FORMS	DESCRIPTION	Included	Page #
1 (Section 7)	Child Support Certification	<input checked="" type="checkbox"/>	120
2 (Section 7)	Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts	<input checked="" type="checkbox"/>	121-122
3 (Section 7)	Required Certifications	<input checked="" type="checkbox"/>	123-124
4 (Section 7)	Federal Lobbying Certification	<input checked="" type="checkbox"/>	125
5 (Section 7)	Anti-Trust Certification	<input checked="" type="checkbox"/>	126-127
6 (Section 7)	Respondent Information and Disclosures	<input checked="" type="checkbox"/>	128-133
7 (Section 6)	HUB Subcontracting Plan (HSP)	<input checked="" type="checkbox"/>	108-118
8 (Section 7)	HHS Information Security and Privacy Initial Inquiry (SPI)	<input checked="" type="checkbox"/>	134-142
9-11 (Section 7)	Addendums 1, 2, and 3	<input checked="" type="checkbox"/>	143-145

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Respondent must identify the counties in which it proposes to provide the services required under this RFP by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R
-A-			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	-D-			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
-B-			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	-I-			Montague	<input type="checkbox"/>	02	-T-		
Bee	<input type="checkbox"/>	11	-E-			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input checked="" type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	-J-			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	-N-			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	-F-			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	-O-			-U-		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	-K-			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	-P-			-V-		
-C-			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	-G-			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	-W-		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	-L-			-R-			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	-H-			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	-Y-		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	-S-			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	-Z-		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	-M-			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

FORM C: CONTACT PERSON INFORMATION

**Legal Business Name of
Respondent:**

BELL COUNTY PUBLIC HEALTH DISTRICT

1. This form provides information about the appropriate contacts in the respondent's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

<i>Billing Contact</i>	<i>Executive Director</i>
Last Name: Lawrence	Last Name: Scurzi
First Name: Melissa	First Name: Bonnie
Salutation: Ms.	Salutation: Mrs.
Title: Billing Clerk	Title: Director
Email: mlawrence@bellcountyhealth.org	Email: bscurzi@bellcountyhealth.org
Phone: 254-778-4766	Phone: 254-773-4457

<i>Financial Director</i>	<i>Medical Director</i>
Last Name: Porubsky	Last Name: Smith
First Name: Judy	First Name: Janice
Salutation: Ms.	Salutation: Dr.
Title: Chief Financial Officer	Title: Health Authority/Medical Director
Email: jporubsky@bellcountyhealth.org	Email: Janice.Smith@bswhealth.org
Phone: 254-773-4457	Phone: 409-771-0072

<i>Primary Program Contact</i>	<i>Quality Assurance Contact</i>
Last Name: Elliott	Last Name: Elliott
First Name: Chelo	First Name: Chelo
Salutation: Mrs.	Salutation: Mrs.
Title: Director of Nurses	Title: Director of Nurses
Email: celliot@bellcountyhealth.org	Email: celliot@bellcountyhealth.org
Phone: 254-778-4766	Phone: 254-778-4766

FORM E: HEALTHY TEXAS WOMEN PROGRAM CONTACT PERSON INFORMATION

Legal Business Name of Respondent: BELL COUNTY PUBLIC HEALTH DISTRICT

1. This form provides information about the appropriate contacts in the respondent's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.
4. If any of the following information changes during the term of the contract, please send written notification to the program.

Contacts			
<i>Billing Contact</i>		<i>Executive Director</i>	
Last Name:	Lawrence	Last Name:	Scurzi
First Name:	Melissa	First Name:	Bonnie
Salutation:	Ms.	Salutation:	Mrs.
Title:	Billing Clerk	Title:	Director
Email:	mlawrence@bellcountyhealth.org	Email:	bscurzi@bellcountyhealth.org
Phone:	254-778-4766	Phone:	254-773-4457
<i>Financial Director</i>		<i>Medical Director</i>	
Last Name:	Porubsky	Last Name:	Smith
First Name:	Judy	First Name:	Janice
Salutation:	Ms.	Salutation:	Dr.
Title:	Chief Financial Officer	Title:	Health Authority/Medical Director
Email:	jporubsky@bellcountyhealth.org	Email:	janice.smith@bswhealth.org
Phone:	254-773-4457	Phone:	409-771-0072
<i>Primary Program Contact</i>		<i>Quality Assurance Contact</i>	
Last Name:	Elliott	Last Name:	Elliott
First Name:	Chelo	First Name:	Chelo
Salutation:	Mrs.	Salutation:	Mrs.
Title:	Director of Nurses	Title:	Director of Nurses
Email:	celliott@bellcountyhealth.org	Email:	celliott@bellcountyhealth.org
Phone:	254-778-4766	Phone:	254-778-4766

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$180,808	\$64,808	\$116,000
B. Fringe Benefits	\$54,242	\$19,442	\$34,800
C. Travel	\$7,320	\$7,320	
D. Equipment	\$2,275		\$2,275
E. Supplies	\$82,584	\$82,584	
F. Contractual	\$600	\$600	
G. Other	\$57,712	\$57,712	
H. Total Direct Costs	\$385,541	\$232,466	\$153,075
I. Indirect Costs	\$18,687	\$6,698	\$11,989
J. Total (Sum of H and I)	\$404,228	\$239,164	\$165,064

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$180,808	\$180,808	Fringe Benefits	\$54,242	\$54,242
	Travel	\$7,320	\$7,320	Equipment	\$2,275	\$2,275
	Supplies	\$82,584	\$82,584	Contractual	\$600	\$600
	Other	\$57,712	\$57,712	Indirect Costs	\$18,687	\$18,687

TOTAL FOR:	Distribution Totals	\$404,228	Budget Total	\$404,228
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List any budget assumptions below:

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

PERSONNEL							
Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
(P) Nurse Practitioner Killeen	N	(K) FP Clinics, abnormal pap counseling, follow up	0.33	Y	\$4,261.00	12	\$16,874
(E) Nurse Practitioner Temple	N	(T) FP Clinics, abnormal pap counseling, follow up	0.33	Y	\$7,386.00	12	\$29,249
(E) RN II Temple	N	(T) FP Clinics, QA	0.33	Y	\$3,466.00	12	\$13,725
(E) RN II Killeen	N	(K) FP Clinics, QA	0.33	Y	\$3,236.00	12	\$12,815
(E) LVN Temple	N	(T) FP Clinics, QA,	0.33	Y	\$2,458.00	12	\$9,734
(E) LVN Killeen	N	(K) FP Clinics, QA	0.33	Y	\$3,021.00	12	\$11,963
(E) CMA Temple	N	(T) FP Clinics	0.33	Y	\$2,000.00	12	\$7,920
(E) Clerk Temple	N	(T) FP Clerical services	0.33	N	\$1,867.00	12	\$7,393
(E) Clerk Temple	N	(T) FP Clerical services	0.25	N	\$1,730.00	12	\$5,190
(E) Billing Clerk Temple	N	(T) Perform all billing functions/purchasing	0.33	N	\$2,544.00	12	\$10,074
(E) Family Planning Clerk	N	(T) (K) Performs Family Planning eligibility in both clinics	0.5	N	\$1,743.00	12	\$10,458
(E) Outreach Educator	N	(T)(K) Provide Outreach Education in the Community	0.25	Y	\$2,544.00	12	\$7,632
(P) Outreach In-reach Coordinator	Y	(T)(K) Provide HTW and Family Planning Outreach Education in the Community	0.5	Y	\$2,544.00	12	\$15,264
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$22,517
SalaryWage Total							\$180,808

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

Insurance-\$461.00; Retirement-12.69%; FICA-7.65%; Unemployment compensation-.0083%; Workers Compensation-3.2%

Fringe Benefit Rate %

30.00%

Fringe Benefits Total

\$54,242

Revised: 7/6/2009

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
HHSC Required trainings	Nursing staff required to attend HHSC trainings to ensure as health care professionals they provide HTW Program services competently and with sensitivity to diverse client cultures.	TBD	TBD/8	Mileage	\$60
				Airfare	
				Meals	\$300
				Lodging	\$800
				Other Costs	
				Total	\$1,160
HHSC Required trainings	Staff required to attend HHSC training on HTW program.	TBD	TBD/8	Mileage	\$60
				Airfare	
				Meals	\$300
				Lodging	\$800
				Other Costs	
				Total	\$1,160
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$2,320

Revised: 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Local travel for Health District nursing, billing, and outreach staff to provide Family Planning services in satellite clinics and perform outreach activities in the community. Travel Policy follows budget pages.	10000	\$0.500	\$5,000		\$5,000
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel**\$5,000**Other / Local Travel Costs: **\$5,000**Conference / Workshop Travel Costs: **\$2,320****Total Travel Costs: \$7,320**

Indicate Policy Used:

Respondent's Travel Policy ☒State of Texas Travel Policy ☐

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category Detail Form

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
Refurbished Computer: HP 6200 Pro. Intel Core i5-2400 3.1 GHz. Small Form Factor. 8 GB DDR3 SDRAM. 500 GB Hard Drive. DVD-Writer. Intel HD Graphics. Windows 7 Professional 64 bit. Quotes are included following the budget pages.	Computers to replace aging computers; to make appointments, enter lab into system, Electronic Health Record, conduct billing and follow-up .	7	\$325	\$2,275
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				\$0

Total Amount Requested for Equipment:

\$2,275

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item <small>[If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]</small>	Purpose & Justification	Total Cost
Pharmaceuticals (\$ 5357 per month x 14 months)	Consumable items needed to support Family Planning clinic services; no item has a unit cost greater than \$499.	\$75,000
Office Supplies (\$542 per month x 14 months)	Consumable items needed to support Family Planning clinic services; no item has a unit cost greater than \$499.	\$7,584
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

\$82,584

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: **BELL COUNTY PUBLIC HEALTH DISTRICT**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Maria Llana-Posey, Pharm.D.	Class D Pharmacist	Label prescription drugs, pharmacy consultant	Hourly	12	\$50.00	\$600
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL: **\$600**

FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Housekeeping	Environmental Services for 2 current sites	\$9,500
Computer Services	IT support and computer maintenance	\$10,800
eClinicalWorks Electronic Health Record	Electronic Health Record program/service needed for client medical records in clinics	\$4,200
Single Audit	DSHS mandated single audit	\$2,500
Telephone	Time Warner Cable Service Agreement	\$3,000
Postage and shipping	Correspondence and shipping charges	\$1,000
Stericycle	Disposal of bio-hazardous waste	\$1,600
Ricoh	Lease for copier	\$5,000
Insurance liability	Off-set medical legal risks	\$2,800
Copying/Printing	Forms, patient literature, information sheets, pamphlets	\$2,000
Interpreting services - part time	Provide interpreting services for Spanish speaking clients	\$10,122
Part time clerical services - front desk Temple	Provide receptionist and clerical services, interprets as needed	\$5,190
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

\$57,712

FORM F - 7 Indirect Costs

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

Total amount of indirect costs allocable to the project:

Amount: **\$18,687**

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect) **Certificate of Indirect Costs is included in RFP following the budget pages and travel policy.**

X

RATE: 7.95%

BASE:

Applies only to governmental entities. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:

TYPE:

BASE:

GO TO PAGE 2 (below)

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Personnel salaries and fringe benefits

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

SUPPLEMENTAL FORMS INSTRUCTIONS

The supplemental budget templates (two per budget category) are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Respondents that have utilized all the lines on the primary budget templates must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Form F - 1 Personnel) have been used, go to the supplemental template labeled "Form F - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labeled "Form F - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

Form F-1 Personnel Supplemental
Form F-2 Travel Supplemental
Form F-3 Equipment Supplemental
Form F-4 Supplies Supplemental
Form F-5 Contractual Supplemental
Form F-6 Other Supplemental

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

PERSONNEL							
Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
(E) Clerk Killeen	N	(K) FP Clerical services	0.33	N	\$1,684.00	12	\$6,669
(E) Clerk Killeen	N	(K) FP Clerical services	0.33	N	\$2,070.00	12	\$8,197
(E) Clerk Killeen	N	(K) FP Clerical services	0.33	N	\$1,932.00	12	\$7,651
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
						SalaryWage Total	\$22,517

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
					SalaryWage Total		\$0

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel

\$0

Revised: 7/6/2009

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: **\$0**

Conference / Workshop Travel Costs: **\$0**

Total Travel Costs:

\$0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs:

\$0

Conference / Workshop Travel Costs:

\$0

Total Travel Costs:

\$0

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

Total Amount Requested for Equipment:

\$0

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

Total Amount Requested for Equipment:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **BELL COUNTY PUBLIC HEALTH DISTRICT**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL: **\$0**

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **BELL COUNTY PUBLIC HEALTH DISTRICT**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL: **\$0**

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other:

\$0

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other:

\$0

BELL COUNTY PUBLIC HEALTH DISTRICT

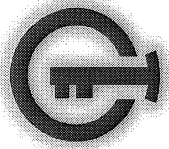
TRAVEL POLICY

Revised: December 1, 2015

FROM: Bonnie Scurzi, Director

Mileage reimbursement rate for Bell County Public Health District is currently .50 per mile. All staff members who use their personal vehicle for Health District business are required to furnish documentation to their Division Director that they have up-to-date automobile insurance for that purpose. Division Directors may not authorize travel reimbursement to a staff member unless current insurance records are maintained.

Employees will be reimbursed for hotel, travel, meals (including up to 15% tip & tax), and parking for expenses incurred during approved travel for Health District business when traveling out of town or overnight. Meals (breakfast, lunch, & dinner) will be reimbursed a maximum of \$45 per day (with receipts) when out of town (breakfast on the first day of travel out of town is not reimbursable). Lunch costs will be reimbursed for travel when an employee travels out of town and returns the same day. No alcohol will be reimbursed. To claim reimbursement for travel expenses, the employee must complete a travel reimbursement form and attach original receipts for meals, parking, travel, and hotel. Credit card receipts are not acceptable for reimbursement – an itemized receipt must be submitted.



QUOTE
GKTQ1159
Apr 7, 2016

Quoted To:

Bell County Public Health District
Bonnie Scurzi
201 N 8th
Temple, TX 76501

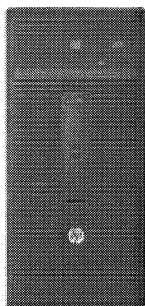
Prepared By:

Jay McDaniel
Jay@GoldKeyTechnology.com

Phone (254) 394-2600
Fax

Description	Unit Price	Qty	Ext. Price
<input type="checkbox"/> Refurbished Computer	\$324.94	1	\$324.94
HP 6200 Pro			
Intel Core i5-2400 3.1 GHz			
Small Form Factor			
8 GB DDR3 SDRAM			
500 GB Hard Drive			
DVD-Writer			
Intel HD Graphics			
Windows 7 Professional 64 bit			

Description	Unit Price	Qty	Ext. Price
<input type="checkbox"/> New Computer	\$609.78	1	\$609.78
HP Business Desktop 280 G1 Desktop Computer Intel Core i5 i5-4590S 3 GHz Micro Tower 4 GB DDR3 SDRAM RAM 500 GB HDD DVD-Writer Intel HD Graphics 4600 Windows 7 Professional 64-bit (English) English Keyboard 8 x Total Number of USB Port(s) 6 x USB 2.0 Port(s) 2 x USB 3.0 Port(s) VGA			



Take on your everyday work at an affordable price with the HP 280 G1 desktop PC. Get the computing power you need while minimizing the total cost of ownership-now that's a smart investment. Windows 10 Pro or other operating systems available. Ready for work. The HP 280 G1 MT provides a strong performing PC for your agency with the tools you need to accomplish your everyday tasks. Progressive style. Take up less space than a traditional tower with the HP 280 G1 Micro Tower with a stylish design to compliment your workspace.

Featuring: Windows 8.1
 Start up in an instant, quickly switch between applications, and manage files with the quick and fluid Windows 8.1. Powered up processing
 Cruise through tasks easily and efficiently with the latest processor technology. The 4th Generation Intel® Core™ i3/i5 processor boasts a powerful H81 chipset and processor support. Help secure critical data
 The embedded Trusted Platform Module 1.2 (TPM) provides hardware-based encryption keys to help secure your data, e-mail, and user credentials. Eight USB ports
 Make connections to peripherals with eight USB ports on the HP 280 G1 MT. Two front USB 2.0 ports are ready to charge your tablet or phone, while six rear (two USB 3.0 and four USB 2.0) USB ports are ready to connect to USB compatible peripherals. PC management made more manageable
 Spend less time and get right to the updates you need with HP Support Assistant. Simple wireless printing
 Make better use of your workspace. HP ePrint makes wireless printing simple, no need for drivers. Problems solved. That's HP support
 Relax. You're backed by expert support when you extend and expand beyond your standard limited warranty with optional HP Care Packs. Pick your own service package so you'll have the help you need.

Subtotal		\$934.72
Tax		\$77.11
Shipping		\$0.00
Grand Total		\$1,011.83

Payment Options

Select your preferred payment option / purchase terms*:

- ☐ Purchase (Credit Card) \$1,011.83
☐ Purchase (Terms) \$1,011.83

* If this quote contains lease payment options, the lease options are provided as an estimate only. Final lease payment amount is subject to credit verification and applicable taxes as required by law.



QUOTE

GKTQ1160
Apr 7, 2016

Quoted To:

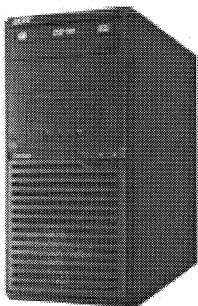
Bell County Public Health District
Bonnie Scurzi
201 N 8th
Temple, TX 76501

Prepared By:

Jay McDaniel
Jay@GoldKeyTechnology.com

Phone (254) 773-4457
Fax

Description	Unit Price	Qty	Ext. Price
<input type="checkbox"/> Refurbished Computer	\$388.70	1	\$388.70
Lenovo ThinkCentre M92P Intel Core i5-3470 3.2 GHz Slim Tower 8 GB DDR3 SDRAM 500 GB Hard Drive DVD-Writer Intel HD Graphics Windows 10 Professional 64 bit			
<input type="checkbox"/> New Computer	\$631.40	1	\$631.40
Acer Veriton M2631 Desktop Computer Intel Core i5 i5-4440 3.10 GHz 4 GB DDR3 SDRAM RAM 500 GB HDD DVD-Writer Windows 7 Professional 64-bit 6 x Total Number of USB Port(s) 4 x USB 2.0 Port(s) 2 x USB 3.0 Port(s) VGA			



*Fuelled by top-notch components and technologies, the Veriton M Series gives you the resources to handle challenging office tasks and oversee company assets. In addition, innovative Acer engineering enables modular and tool-less accessibility to your machine, while energy-efficient certifications mean cost savings as well as care for the environment.
More from the Manufacturer*

Subtotal	\$1,020.10
Tax	\$84.16
Shipping	\$0.00
Grand Total	\$1,104.26

Payment Options

Select your preferred payment option / purchase terms*:

- ☐ Purchase (Credit Card) \$1,104.26
- ☐ Purchase (Terms) \$1,104.26

* If this quote contains lease payment options, the lease options are provided as an estimate only. Final lease payment amount is subject to credit verification and applicable taxes as required by law.



QUOTE
GKTQ1154
Mar 29, 2016

Quoted To:

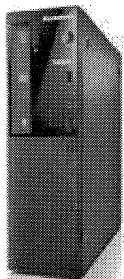
Bell County Public Health District
Bonnie Scurzi
201 N 8th
Temple, TX 76501

Prepared By:

Jay McDaniel
Jay@GoldKeyTechnology.com

Phone (254) 773-4457
Fax

Description	Unit Price	Qty	Ext. Price
<input type="checkbox"/> Refurbished Computer	\$325.91	1	\$325.91
Dell Optiplex 990 Intel Core i5-2400 3.1 GHz Small Form Factor 8 GB DDR3 SDRAM 500 GB Hard Drive DVD-Writer Intel HD Graphics Windows 7 Professional 64 bit			
<input type="checkbox"/> New Computer	\$615.62	1	\$615.62
Lenovo ThinkCentre E73 Desktop Computer Intel Core i5-4460S 2.90 GHz Small Form Factor Glossy Black 4 GB DDR3 SDRAM 500 GB HDD DVD-Writer Intel HD Graphics 4600 Windows 7 Professional 64-bit upgradable to Windows 8.1 Pro 6 x Total Number of USB Port(s) 4 x USB 2.0 Port(s) 2 x USB 3.0 Port(s) VGA & Display Port			



SMALL IN SIZE. BIG IN STATURE.
Whether you work from home or run a company, the ThinkCentre E73 small form factor desktop offers the perfect balance between performance and protection. From its superior processing and faster storage to its increased security and energy efficiency, the ThinkCentre E73 can help meet your ever-changing business needs.

Subtotal	\$941.53
Tax	\$77.68
Shipping	\$0.00
Grand Total	\$1,019.21

Payment Options

Select your preferred payment option / purchase terms*:

- ☐ Purchase (Credit Card) \$1,019.21
- ☐ Purchase (Terms) \$1,019.21

* If this quote contains lease payment options, the lease options are provided as an estimate only. Final lease payment amount is subject to credit verification and applicable taxes as required by law.

Certificate of Indirect Costs

(for use by local governments only)

Organization Name:	Bell County Public Health District
Address:	Post Office Box 2149
Address:	Temple, TX 76503-2149
Address:	
Phone Number:	254-773-4457

This is to certify that I have reviewed the indirect cost rate proposal and to the best of my knowledge and belief:

(1) All costs included in this proposal to establish billing or final indirect costs rates for September 1, 2015 through August 31, 2016 are allowable in accordance with the requirements of the Federal **or state** award(s) to which they apply and OMB Circular A-87, "Cost Principles for State and Local Governments." Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

(2) All costs included in this proposal are properly allocable to Federal **or state** awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements.

Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently. The Department of State Health Services (DSHS) will be notified of any accounting changes that would affect the indirect cost rate. The indirect cost rate proposal and supporting documentation are on file and available for audit by DSHS or any of its duly authorized representatives.

Effective Period - From: 09-01-14

Rate (%): 5.89%

To: 08-31-15

Rate Type: Final

Effective Period - From: 09-01-15

Rate (%): 7.95%

To: 08-31-16

Rate Type: Provisional

Base: Salaries and fringe benefits

I declare that the foregoing is true and correct.

Chief Executive Officer Printed Name: Bonnie Scurzi

Chief Executive Officer Signature: Bonnie Scurzi Date: 01-27-16

Chief Financial Officer Printed Name: Judy Porubsky

Chief Financial Officer Signature: Judy Porubsky Date: 01-27-16

FORM G: RESPONDENT BACKGROUND

Legal Business Name of
Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

1. It is the Bell County Public Health District's vision to offer high quality medical care, community health protection, nutrition services, and consumer protection to the citizens of Bell County. The Health District's mission is to promote healthy lifestyles through education, service, and leadership; to prevent disease and protect the public's health, to serve as professionals dedicated to public health service, and to ensure the delivery of preventive health services. The Health District's purpose is to identify and address local public health needs, coordinate resource utilization with and within the community, and to facilitate the protection and promotion of public health by maintaining a dedicated and technically trained staff to provide an array of public health services to the residents of Bell County. The Health District's values involve a firm commitment to: public health standards, actions and policies based on current data and research for the provision of evidence based services; pursue funding opportunities for clinic operations; provide preventive health clinical services at regular intervals; participate in educational conferences; maintain an ongoing dialogue with city, county and state officials; provide assistance in the event of epidemics and pandemics; and protect patient confidentiality in strict compliance with legal requirements and professional standards.

The Bell County Public Health District's Board of Health is an administrative board of directors appointed by the cities in Bell County to govern the operation of the Health District. The Board of Health meets on a quarterly basis, or more often if needed. The Director of the Health District is appointed by the Board of Health to carry out the policies and procedures adopted by the Board. The Health Authority/Medical Director is appointed by the Director and is subject to Board of Health approval. The Board adopts substantive and procedural rules that are necessary and appropriate to promote and preserve the health and safety of the public. The Board of Health advises the Director and jurisdictions within Bell County on matters of public health, and retains ultimate authority for public health matters within the Health District, to include clinical services. The Director is responsible for writing and revising Health District personnel and financial policies and procedures, which are subject to the Board's approval. The Director is responsible for submitting a proposed budget to the Board of Health for consideration and approval, in accordance with governmental accounting principles as promulgated by the Governmental Accounting Standards Board. The Director provides a financial report to the Board on a quarterly basis. The financial reports must include at minimum, a balance sheet and a statement of revenues, expenditures, and other changes in fund balance-actual and budgeted. The Board of Health gives the Director control of all Health District financial activities, to include signatory authority for all contracts, but must approve all expenditures over \$10,000.

2. The Board of Health is the governing body of the Health District. The Board appoints the Director and approves the hiring of the Health Authority/Medical Director. The administrative staff of the Health District, who report to the Director, includes a Chief Financial Officer and Division Directors for all programs (Preparedness, Medical/Nursing, WIC, and Environmental Health/Food Protection). Each Division Director is responsible for all administrative and operational aspects of their respective division, to include personnel management. The Division Directors are responsible for compliance with program policies and procedures for all funded programs. The Health Authority/Medical Director works closely with the Division Directors, and is responsible for the physician role in Sexually Transmitted Disease clinic. They provide resource and direction for resolution of

communicable and vaccine preventable diseases occurring in Bell County, are responsible for the administration of State, Federal, and local laws relating to public health within the Health District, and determine the direction of all primary programs. The Health Authority/Medical Director is responsible for Nurse Practitioner oversight, and guides the clinical aspects of the Medical/Nursing Division. The Health Authority/Medical Director participates in the quality assurance aspect of care to include, but not limited to, review of medical records, approval of policies and procedures, approval of standing delegation orders and protocols, Nurse Practitioner evaluations, and is a member of the Quality Assurance Committee. The Director of Nurses (DON) serves as program manager for funded programs, is a Women's Health Nurse Practitioner, and is responsible for all administrative and programmatic functions in the Medical/Nursing division. The DON functions as the supervisor for all nursing and clerical staff within the Medical/Nursing division. The DON maintains frequent and open communication with the Health Authority/Medical Director and Director.

The Director has been with the Health District for 24 years, has provided care as a Women's Health Nurse Practitioner since 1994, was Director of Nurses (DON) for 12 years, and has been the primary grant writer for program grants for the past 15 years. The current DON has over 12 years' experience as a Women's Health Nurse Practitioner and 2 years as the DON. The Chief Financial Officer (CFO) has been with the Health District for 32 years and has over 20 years' experience devising and working with budgets. The DON and CFO work together on all Medical/Nursing division budgets and will collaborate to develop and execute the Healthy Texas Women budget. The CFO is responsible for monitoring program income and submitting the vouchers when program income is expended. The billing clerk is responsible for keeping track of reimbursements and award levels. The DON, CFO and billing clerk maintain regular communication with regard to all aspects of the budget to ensure continuation of clinics and maintenance of staff. Staff carefully monitors reimbursements and expenditures to ensure the Health District is able to continue to provide services throughout the contract term. The Health District continues to see clients if contract funds are expended before the end of the contract term.

3. Resumes, for the Director, CFO, and Director of Nurses; and Curriculum Vitae Health Authority/Medical Director.

RESUME

BONNIE J. SCURZI, BSN, RN, WHNP-BC
5833 Greenforest Circle
Killeen, TX 76543
254-690-8583

EXPERIENCE

September 2012 – Present: Director – Bell County Public Health District

Responsible for managing the day to day operations of the Health District; and administering discipline and termination policies of the Health District. Developing and/or maintaining policies and procedures that are critical to the success of the Health District. Responsible for hiring, training and evaluating Health District personnel; and establishing appropriate service and staffing levels to meet the needs of the public. Represents the Health District in negotiations with local, State, and Federal officials and community-based organizations regarding health and health related issues. Sets goals and objectives for the District. Evaluates the efficiency and effectiveness of goals and objectives. Provides notice of all meetings to Representatives and governing body of each Member of the Health Board. Acts as ex-officio representative on the Health Board, and serves as secretary to the

Board. Records or takes minutes of each meeting of the Health Board. Develops a budget consistent with the needs of the District and Bell County citizens and directs the expenditures of District funds. Submits the annual proposed budget to the Health Board and the governing body of each Member. Coordinates public relations campaigns to promote programs and services of the District. Establishes and maintains close working relationships with cooperating agencies to avoid duplication of services. Facilitates the response to requests for proposals. Responsible for applying for grants from the Federal, State government, and private sources; as well as coordinate efforts to provide for the health needs of the District. Provides oversight for ensuring performance measures established by contractual agreements with the Department of State Health Services and other funding agencies is obtained. Develops and presents speeches regarding public health services and issues and promotes health discussions in schools, industry, and community agencies. Represents the Health District during planning meetings with the Texas Department of State Health Services, Texas Association of County and City Health Officials, Texas Association of Municipal Health Officials, City Councils, Commissioner's Court and other organizations as scheduled. Monitors and evaluates health data in order to eliminate any possible health crisis situation. Reports to the Bell County Board of Health on issues or emergency situations that need to be addressed to ensure and safeguard the well-being of the citizens of Bell County. Performs all other duties and functions imposed on them as Director by the Board of Health or applicable State, Federal and local laws, ordinances or regulations.

January 2001 – September 2012: Director of Nurses Bell County Public Health District

Responsible for planning, developing and coordinating the program of nursing service in accordance with policies, procedures and objectives of the Health District and Texas Department of State Health Services. Responsible for general policy and program formulation for the Health District in the areas of Family Planning, Prenatal, Tuberculosis, Sexually Transmitted Diseases, Immunizations, Disease Surveillance and Community Outreach Education. Responsible for the overall operations of two clinic sites and one office site for the Health District. Responsible for all administrative functions of the Medical/Nursing Division of the Health District. Responsible for the supervision of 13 Registered and Licensed Vocational nurses and 17 clerical personnel. Responsible for staffing, scheduling, hiring/firing, and evaluation of personnel. Responsible for all quality assurance activities in the nursing division. Responsible for writing, executing and compliance with, including budget management of all Medical/Nursing division grants (Family Planning, Maternal Child Health, Immunization, and Tuberculosis). Collaborates with nursing school faculty to coordinate and provide for appropriate student clinical experiences in public health.

October 1994 – Present: Women's Healthcare Nurse Practitioner Bell County Public Health District

Provides direct patient care to clients and their families in the areas of health assessment, health promotion and disease prevention. Responsible for planning, coordinating, organizing, and providing primary health care services within the expanded nursing function of a specialty role requiring Advanced Nurse Practitioner clinical skills. Responsible for identifying the physical, social, and emotional needs of individuals and families through systematic assessment utilizing professional skills, health history, physical evaluation laboratory and other assessment tools. Administers complete physical examinations, dispenses various birth control methods, counsel patients on pregnancy prevention, abstinence, Prenatal care, preconception, infertility, problem management of birth control methods, pregnancy complications, Sexually Transmitted Diseases and other health related issues. Provide direct patient care to clients and their families in the areas of Immunizations, Tuberculosis control, Sexually Transmitted Diseases and Maternity care.

January 1994 – January 2001: Charge Nurse Killeen Clinic Bell County Public Health District

In addition to functioning as the Nurse Practitioner of the clinic, was Clinic Manager, responsible for the daily operations and maintenance for a large multi-service public health clinic. Directed the daily activities of two nurses and two clerks, to include counseling, training and evaluations. Conducted all administrative functions for the clinic, to include quality assurance. Acted as liaison during implementation and operation of the Greater Killeen Free Clinic. Participated in the Texas Cancer Council Korean Project which educated and evaluated hundreds of Korean woman for breast and cervical cancer. Served as chairperson on the Bell County Public Health District Family Planning Education and Information Committee and the Family Planning Advisory Committee. Served on Board of Directors for Greater Killeen Free Clinic.

June 1992-January 1994: Staff Nurse, Bell County Public Health District, Killeen, TX

Was responsible for providing direct patient care to clients and their families in the areas of Immunizations, Tuberculosis control, Sexually Transmitted Diseases, Maternity care, and communicable Disease Surveillance and investigation. Performed appropriate follow-up of abnormal lab/conditions/exams, quality assurance activities for Family Planning program, and demonstrated accountability for all nursing actions. Assisted the Charge Nurse in all clinic activities in the Killeen clinic.

June 1991-June 1992: Student Nurse Technician, Scott & White Hospital and Veteran's Administration Hospital, Temple, TX

Performed general nursing duties as a student nurse in all areas of both hospital systems and nursing home.

EDUCATION AND HONORS

- National Association of County and City Health Officials Fellow, 2013.
- Women's Healthcare Nurse Practitioner Certificate - University of Texas Southwestern Medical School, Dallas, Texas, 1994
- NCC Certification - OB/GYN Nurse Practitioner, 1994; Certification currently up to date.
- Bachelor of Science in Nursing - University of Mary Hardin Baylor, Belton Texas, 1992
- Associate of Science - Enterprise State College, Enterprise, Alabama, 1989
- Phi Theta Kappa Honor Fraternity, 1987 - 1989; Outstanding Member 1989
- Nu Sigma Lambda Nursing Honor Society, 1990 - 1992
- Clinical Excellence Award - University of Mary Hardin-Baylor, 1992
- Who's Who Among American Colleges and Universities, 1991
- Who's Who in Business Executives, 2000.

PROFESSIONAL AFFILIATIONS

Sigma Theta Tau International Honor Society of Nursing, Tau Epsilon Chapter
Association of Women's Health, Obstetric, & Neonatal Nurses
American Nurses Association
Texas Nurses Association
National Association of Nurse Practitioners in Women's Health
Texas Nurse Practitioners
Board Member, Greater Killeen Free Clinic 1998 -2001

Board Member, Women's Health & Family Planning Association of Texas 2011- 2012

Board Member, Texas Association of Local Health Officials (TALHO), 2014

Board Member, Texas Association of City and County Health Officials (TACCHO), 2014 - present

Texas Environmental Health Association, 2012 - present

Texas Public Health Association, 2012 - present

Texas Association of Municipal Health Officials, 2012- present

RESUME

Judy Porubsky, BBA (HRM), M.P.H.

1501 Moore's Mill Road

Temple, TX 76501

254-774-8934

EXPERIENCE

December 2004 – Present: Chief Financial Officer Bell County Public Health District

Prepares and maintains all accounting functions including monthly financial statements. Responsible for preparing purchase vouchers and quarterly reports for Department of State Health Services' and Women's Health and Family Planning Association of Texas (WHFPT) contracts in accordance with the general provisions. Under the direction of the Bell County Public Health District Director, prepares the annual budget, which is presently \$6.2 million. Human Resources Coordinator including payroll for 100 employees. Coordinator for unemployment and worker's compensation claims. Prepares and update the Accounting Policy Handbook. Responsible for planning, developing and coordinating the oversight logs with each Department Director to be in compliance with SAS 112.

October 1993 – November 2004: Accounting Clerk Bell County Public Health District

Prepares and maintains all accounting functions including monthly financial statements. Responsible for preparing purchase vouchers and quarterly reports for Texas Department of Health grants in accordance with Grants Management. Personnel Director including payroll for 70 employees. Coordinator for unemployment and worker's compensation claims.

December 1987 – September 1993: Environmental Health and Food Protection Clerk Bell County Health Department

Under the supervision of the Environmental Health Director, answered phone, filed completed septic system permits, filed completed food establishment inspections. Prepared schedules for septic systems inspections, food establishment inspections, complaints and any other required inspections. Greeted the public and assisted as much as possible.

February 1987 – December 1987: Payroll Clerk County of Bell

Under the supervision of the Bell County Auditor, reviewed employee time cards for accuracy, entered time into payroll system and processed payroll checks twice a month. Prepared all payroll reports. Prepared billings for fringe benefits to various agencies.

February 1986 – December 1986: Attended University of Texas San Antonio

Accounting major

March 1981 – January 1986: Accounting Clerk Bell County Health Department

Assisted Bookkeeper in preparing financial statements and any other duties as assigned.

Under the direction of the WIC Director, interviewed potential and current WIC participants for income and address verification, assessed daily intake of food, weighed and measured participants, determined if qualified for the WIC program. Checked participant records for accuracy, input participant records into computer.

EDUCATION

Master of Public Health with concentration in Health Policy and Management, Texas A&M School of Rural Public Health, August 2005

Bachelor of Business Administration with concentration in Human Resources Management, Tarleton State University, Killeen, TX, May 2002

Associate of Arts, Temple College, May 2001

CURRICULUM VITAE

April 2016

NAME: Janice K. Smith, MD, MPH

PRESENT POSITION AND ADDRESS:

Associate Director, Family Medicine Residency Program
Baylor Scott and White Health
1402 West Avenue H
Temple, Texas 76504
254-771-8206

Health Authority
Bell County Public Health District
PO Box 2149
Temple, Texas 76503
254-773-4457

BIOGRAPHICAL:

Birthplace:	Bay City, Texas
Citizenship:	United States
Home Address:	4471 Blue Ridge Drive Belton, TX 76513
Home Phone:	(254) 939-3016
Mobile Phone:	(409) 771-0072
Email:	Janice.Smith@bswhealth.org

EDUCATION:

1/03-5/05	Master of Public Health, International and Family Health, The University of Texas School of Public Health, Houston, Texas
7/82-6/85	Residency, Department of Family Medicine, The University of Texas Medical Branch, Galveston, Texas
8/78-5/82	M.D., The University of Texas Medical Branch, Galveston, Texas

BOARD CERTIFICATION:

American Board of Family Practice

Certification 7-12-85

Recertification 1991, 1997, 2004-2014, April 23, 2014 -

LICENSURE INFORMATION:

Texas State Board of Medical Examiners, expires 11-30-17

PROFESSIONAL EXPERIENCE AND APPOINTMENTS:

12/13-Present	Health Authority/Medical Director for Bell County Public Health District
11/09- Present	Associate Professor, Department of Family and Community Medicine, Texas A&M Health Science Center College of Medicine
9/06-10/09	Clinical Associate Professor, Department of Family Medicine, The University of Texas Medical Branch at Galveston, Galveston, Texas
9/07-12/08	Associate Medical Director, Family Medicine Clinic, The University of Texas Medical Branch at Galveston, Galveston, Texas
9/03-10/09	Director, PAHO/WHO Collaborating Center for Training in International Health, The University of Texas Medical Branch at Galveston, Galveston, Texas
9/88-8/06	Clinical Assistant Professor, Department of Family Medicine, The University of Texas Medical Branch at Galveston, Galveston, Texas
1/99-9/03	Medical Consultant, American National Insurance Company, One Moody Plaza, Galveston, Texas
9/95-12/98	Medical Director, Galveston County Coordinated Community Clinics (4C's), Texas City, La Marque, and Galveston, Texas
4/94-4/95	Family Healthcare Primary Care Outpatient Clinics, The University of Texas Medical Branch, Galveston, Texas
8/85-4/94	Private Practice, Family Health Associates, Galveston, Texas (partner in 2 physician practice)
9/85-1/92	Medical Director, Teen Health Center, Ball High School and Central Middle Schools, Galveston, Texas
1985-89	Clinician, Galveston County Coordinated Community Clinics (4C's) Family Planning Clinic, Texas City, Texas
9/87-8/88	Clinical Instructor, The University of Texas Medical Branch at Galveston, Galveston, Texas
7/84-6/85	Chief Resident, Department of Family Medicine, The University of Texas Medical Branch at Galveston, Galveston, Texas

RESEARCH ACTIVITIES:

Area of Research

Global Health Education, Health Care in Developing Countries

Grant support

“Maria Luisa Ortiz Birthing Center and Casa Materna Project”, Mulukuku, Nicaragua
Proposal based on MPH thesis research to identify and overcome barriers to implementation of evidence based practices to decrease maternal mortality

in rural Nicaragua, 2005-2009
\$80,000 - initial startup/operations 2005
\$150,000 for 5 year operations, 2006- 2011

“Prevalence of Chlamydia and Gonorrhea Infection in Women in Rural Nicaragua”,
\$2,500; 2005

“Healing in a Bilingual Learning Environment (HABLÉ), Year 1 Practice of Medicine
curriculum enhancement, \$49,315, UTMB President’s Cabinet Award, with
Donna Weaver, M.D.; 2004-2007. Project has been extended into Years 1,2,
and 3 with support from Office of Dean of Academic Affairs.

Past

Investigator, Community Development Block Grants, Teen Health Center, \$10,000
Annually, 1991-1997

Investigator, Moody Foundation Grant, Teen Health Center, \$10,000, 1993

Investigator, Kempner Foundation, Teen Health Center, \$15,000, 1992

Investigator, United Way, Teen Health Center, \$10,000, annual grant renewed for ten
years, 1986-1996

Unfunded

Seroepidemiology of viral and bacterial zoonoses in Nicaragua – Principal
Investigator for medical student research project, 2005

Maternal Mortality in Rural Nicaragua, MPH thesis research, 2004-2005

Maternal Tetanus Immunization Status in two Nicaraguan Communities – Principal
Investigator for project designed and conducted with medical and nursing
students, 2004

COMMITTEE RESPONSIBILITIES:

Current

2013	Chair, Clinical Competency Committee for Residency
2013	All Things Women Hedis Measures Committee- SW Health Plan
2011-Present	Member ,Texas A&M College of Medicine Promotion and Tenure Committee
2010-Present	Member, General Preventive Medicine Residency Advisory Committee, Texas A&M Health Science Center College of Medicine, Round Rock

Past

International

8/06- 11/09 Governing Board Member, Global Health Education Consortium

8/08- 11/09 Executive Committee, Global Health Education Consortium

State/Regional

2007-2009 Member, Global Initiatives Advisory Group, University of Texas System
2008-2009 Chair, Global Health Working Group, University of Texas System
1988-1992 Member, Medical School Liaison Committee, Texas Academy of Family Practice

UTMB

2004 - 2009 Chair, Global Health Scholarship Committee
8/05- 2009 Residency Advisory Committee, General Preventive Medicine Residency Program
2003- 2009 Member, PAHO/WHO Collaborating Center for Training in International Health Advisory Board
2004-2008 Member, Practice of Medicine Year 1 Committee
2004-2006 Member, Sealy Center for Vaccine Development Executive Leadership Committee
2004-2006 Member, Steering Committee for the Academy for Community Based Education
2004-2006 Member, World Health Organization Collaborating Centre for Nursing and Midwifery Development in Primary Care Advisory Board
1997-1998 Member, Credentials Committee

MEMBERSHIP IN SCIENTIFIC SOCIETIES/PROFESSIONAL ORGANIZATIONS:

American Academy of Family Physicians
Texas Academy of Family Physicians
Society of Teachers of Family Medicine
Texas Medical Association

HONORS:

2005 Teacher of the Year Award, UTMB Family Medicine Residency Program
2005 Yale/Johnson & Johnson Physician Scholar in International Health - \$4000 competitive award for proposal to expand curriculum in international health
2004 Recipient, UTMB President's Cabinet Award, "Healing in a Bilingual Learning Environment (HABLÉ)"
1997 UTMB Sealy Society Mustard Seed Award for Community Service, Teen Health Center
1997 Rabbi Henri Cohen Humanitarian Award, for work in local community and in Nicaragua
1996 Fellow, American Academy of Family Practice
1984 UTMB Outstanding Undergraduate Teaching in Family Medicine Award

PUBLISHED:

A. ARTICLES IN PEER-REVIEWED JOURNALS:

Smith, Janice K., Weaver, Donna B., "Capturing Medical Students' Idealism", *Annals of Family Medicine*; Vol 4, Supplement 1, ppS32-S37, September-October 2006

Howe, Susan L., Vargas, Dora E., Granada, Dorothy, Smith, Janice K.; "Cervical Cancer Prevention in Remote Rural Nicaragua: A program evaluation; *Gynecologic Oncology*, Vol 99, Issue 3, S-1, pp5232-5235, December 2005

B. OTHER:

Peer-Reviewed On-line Curriculum:

COPD: Prevention Module: American Academy of Family Medicine 2011
Diabetes Type II: The Basics Module: Society of Teachers of Family Medicine; 2013

Thesis/Dissertation

Smith, J.K., "Maternal Mortality in Nicaragua: Identifying Causes and Overcoming Barriers to Implementation of Evidence-based Practices in a Rural Setting", The University of Texas School of Public Health, May 2005

Book Chapters

Smith, J.K., "Childhood and Adolescence", Bope E, Cass, AR and Hagen M (Eds.), Saunders Review of Family Practice, Second Edition, W.B. Saunders Co., Philadelphia, PA, 1997

C. ABSTRACTS PRESENTED:

"Prevalence of Gonorrhea and Chlamydia Infections and Behavioral and Syndromic Correlates Among Women in a Rural Community Setting in Nicaragua", with Demori E. Driver, BA, MPH Student, University of Texas School of Public Health; Kathleen Nash, PhD, RN, FNP, The University of Texas Medical Branch at Galveston – Presented during Global Health Education Consortium Conference Annual Meeting, Toronto, Canada, April 2006

"Seroepidemiology of Viral and Bacterial Zoonoses in Nicaragua", with Paula Jayne Doyle, MS II, The University of Texas Medical Branch at Galveston – Presented during Global Health Education Conference Annual Meeting, Toronto, Canada, April 2006

PRESENTATIONS AT SYMPOSIA AND CONFERENCES:

"Understanding Social Determinants of Health: The value of interdisciplinary learning"; Medical Education in the 21st Century: Teaching for Health Equity; Havana, Cuba , December 2008.

"Strengthening Capacity Through Interdisciplinary Work", Global Health Education Consortium, 16th Annual Conference, Santo Domingo, Dominican Republic, February 2007

"Capturing Medical Students' Idealism", Shaping the Futures of Academic Health Centers: Reconnaissance from the Front Lines of Medicine – AAMC Annual Meeting, Washington, DC, November 6, 2005

“Healing in a Bilingual Learning Environment,” Round table discussion, Generalist Physician’s Initiative, Washington, D.C., November 2005

“Primary Health Care in Developing Countries: A Preclinical Preceptorship,” 13th Annual Conference, International Health Medical Education Consortium, Antigua, Guatemala, February 2004

“Integrating Ethics Into an International Health Curriculum,” International Health Medical Education Consortium, Costa Rica, March 1998

“Family Medicine in the U.S. – A Critical Review and Perspective”, Seminario Internacional de Saude, Ipatinga, Brazil (Sponsored by Fundacao Sao Francisco Xavier, The University of Texas Medical Branch and Universidade Federal de Minas Gerais), April 1997

“Medical Education in the Community Health Center: Challenges and Solutions,” The Society of Teachers of Family Medicine, 29th Annual Spring Meeting, San Francisco, California, 1996

RESUME

CONSUELO ELLIOTT, BSN, RN, WHNP-BC
4413 Ponderosa Lane
Temple, TX 76502
254-760-3366

EXPERIENCE

September 2014—Present: Director of Nurses Bell County Public Health District

Responsible for administrative nursing services. Under direction of the Health Authority /Medical Director and the Director, in consultation with specific programs of the Texas Department of State Health Services (DSHS) and Women’s Health and Family Planning Association of Texas (WHFPT), is responsible for planning, developing and coordinating a program of nursing service in accordance with policies, procedures and objectives of the Health District, DSHS, and WHFPT. The program of nursing service must conform to the specific requirements set forth by program contracts issued by the Health District, DSHS, and WHFPT.

April 2014 – Present: Women’s Healthcare Nurse Practitioner Bell County Public Health District

Provides direct patient care to clients and their families in the areas of health assessment, health promotion and disease prevention. Responsible for planning, coordinating, organizing, and providing primary health care services within the expanded nursing function of a specialty role requiring Advanced Nurse Practitioner clinical skills. Responsible for identifying the physical, social, and emotional needs of individuals and families through systematic assessment utilizing professional skills, health history, physical evaluation laboratory and other assessment tools. Administers complete physical examinations, dispenses various birth control methods, counsel patients on pregnancy prevention, abstinence, Prenatal care, preconception, infertility, problem management of birth control methods, pregnancy complications, Sexually Transmitted Diseases and other health related issues. Provide direct patient care to clients and their families in the areas of Immunizations, Tuberculosis control, Sexually Transmitted Diseases and Maternity care.

September 2012--April 2014: Women's Healthcare Nurse Practitioner Scott and White Round Rock OB/GYN Clinic

Provided direct patient care to clients daily in the areas of Gynecology, Obstetrics, and limited primary care. Administers complete physical examinations, dispenses various birth control methods, counsel patients on pregnancy prevention, abstinence, Prenatal care, preconception, infertility, problem management of birth control methods, pregnancy complications, Sexually Transmitted Diseases and other health related issues.

June 2005 – May 2012: Women's Healthcare Nurse Practitioner Bell County Public Health District

Provides direct patient care to clients and their families in the areas of health assessment, health promotion and disease prevention. Responsible for planning, coordinating, organizing, and providing primary health care services within the expanded nursing function of a specialty role requiring Advanced Nurse Practitioner clinical skills. Responsible for identifying the physical, social, and emotional needs of individuals and families through systematic assessment utilizing professional skills, health history, physical evaluation laboratory and other assessment tools. Administers complete physical examinations, dispenses various birth control methods, counsel patients on pregnancy prevention, abstinence, Prenatal care, preconception, infertility, problem management of birth control methods, pregnancy complications, Sexually Transmitted Diseases and other health related issues. Provide direct patient care to clients and their families in the areas of Immunizations, Tuberculosis control, Sexually Transmitted Diseases and Maternity care.

January 2003-June 2005: Staff Nurse, Bell County Public Health District, Temple, TX

Was responsible for providing direct patient care to clients and their families in the areas of Immunizations, Tuberculosis control, Sexually Transmitted Diseases, Maternity care, and communicable Disease Surveillance and investigation. Performed appropriate follow-up of abnormal lab/conditions/exams, quality assurance activities for Family Planning program, and demonstrated accountability for all nursing actions. Assisted the Charge Nurse in all clinic activities in the Temple clinic.

May 2001-January 2003: Staff Nurse, Bell County Public Health District, Killeen, TX

Was responsible for providing direct patient care to clients and their families in the areas of Immunizations, Tuberculosis control, Sexually Transmitted Diseases, Maternity care, and communicable Disease Surveillance and investigation. Performed appropriate follow-up of abnormal lab/conditions/exams, quality assurance activities for Family Planning program, and demonstrated accountability for all nursing actions. Assisted the Charge Nurse in all clinic activities in the Killeen clinic.

EDUCATION AND HONORS

- Highest Academic Achievement - University of Texas Southwestern Medical School Women's Health Nurse Practitioner Program, Dallas, Texas, 2004.
- Women's Healthcare Nurse Practitioner Certificate - University of Texas Southwestern Medical School, Dallas, Texas, 2005.
- NCC Certification - OB/GYN Nurse Practitioner, 200; Certification currently up to date.
- Bachelor of Science in Nursing - University of Mary Hardin Baylor, Belton Texas, 1998.
- Nu Sigma Lambda Nursing Honor Society, 1997-1998.

PROFESSIONAL AFFILIATIONS

- Sigma Theta Tau International Honor Society of Nursing, Tau Epsilon Chapter, 2004 – Present.
 - National Association of Nurse Practitioners in Women's Health
 - American Association of Nurse Practitioners
-

4. Bell County Public Health District has provided Women's Health and Family Planning Services to the women of Bell County and the surrounding area since 1974. Over the past 42 years, the Health District has acquired the knowledge and skills to provide quality Family Planning services to the target population. The Health District's successful implementation of programs is evidenced by the history of contracts with the State/Federal Government for the provision of services: Maternal Child Health (MCH) Block Grants since 1986, Title XX since 1977, Title V since 1995, Tuberculosis since 1994, Immunizations since 1993, and certified as Title XIX provider for Family Planning services since 1975. The Health District is currently a Texas Women's Health Program provider and has been since the program began. Immunization services have been provided since 1943 and expanded to include outreach and satellite clinics in both urban and rural areas. Additional public health services include the Women Infants and Children (WIC) program, Disease Surveillance, Food Protection services, and an Environmental Health program. In 1998, additional Title X funding made community outreach education available to the local community. Currently, the Health District receives funding to provide services to Medicaid, Texas Women's Health Program, Title X, and pay clients. The Health District strives to utilize all awarded funds, and continues to see clients even after funds are depleted.

The District operates two fully functioning Family Planning clinics in east and west Bell County in the neighborhoods of the targeted population. The Health District employs one Women's Health Nurse Practitioner with twelve years' experience and one recently certified Family Nurse Practitioner. There are three registered nurses, two licensed vocational nurses, and one Certified Medical Assistant that have between 15 and 18 years of Family Planning experience. The Nurse Practitioners and nursing staff attend trainings throughout the year to gain and enhance their knowledge and skills, and to ensure they are proficient in the latest evidence based healthcare practices. There are five clerks and three interpreters that have been with the District between 8 and 25 years. Staff is cross-trained to ensure continuity of care. There is very little turnover, so the Health District maintains knowledgeable and skilled individuals on staff. Regular trainings are conducted for all staff to ensure they maintain their knowledge base and remain proficient in providing quality Family Planning services.

The Health District has an outreach program that is in high demand at the nine area school districts. The Outreach Educator conducts presentations to teens in schools, juvenile detention centers, and youth clubs regarding Texas Women's Health Program (TWHP) and Health District services. Some of the local school districts restrict the type of information provided to abstinence-based education and information on prevention of Sexually Transmitted Diseases. In some school settings and all other venues (including health fairs), the Educator provides information on TWHP specifics, how to apply, the availability of Family Planning services, resisting sexual coercion, and involving parents in reproductive health decisions. The Educator also conducts presentations to community groups on these same topics plus information on obesity prevention, exercise, healthy lifestyle, and bloodborne pathogens. From July 2014 to July 2015, the Outreach Educator provided 44 presentations to 3239 females in Bell County.

The Health District has policies, procedures, protocols, and standing delegation orders (SDO'S) in place that guide the daily operations of the agency and have satisfied

programmatic requirements on previous reviews. In fact, auditors have recommended Health District policies, procedures, SDO's and protocols to other agencies to help create or improve their own. The Health District staff has utilized its years of experience in providing Family Planning services to develop efficient and productive clinic procedures. The Health District has a Quality Assurance/Quality Improvement (QA/QI) Plan in place that helps staff conduct required activities on schedule. A QA/QI Committee ensures QA/QI activities are being conducted and problems addressed. The Health District purchased HIPAA Privacy and Security programs for both clinics to assist with the evaluation and development of policies and procedures. Staff has been trained on the newly developed policies and procedures, and controls are in place to facilitate compliance with all required rules and regulations.

In 2014, the Health District purchased an electronic health record (EHR) from eClinicalWorks. Clinic staff was trained and the program was implemented for use in all clinical programs in April of 2014. The EHR is not utilized as a practice management electronic health record, as the Health District bills clients through Ahlers and Associates billing system. The Health District has utilized Ahlers and Associates for billing and data collection activities for over twenty years. Nursing and clerical staff utilize a client visit record (CVR) to mark all services provided at a visit, and the CVR also contains demographic information. Designated nursing staff reviews each chart following clinic to ensure the CVR is marked correctly. The billing clerk then utilizes the CVR to enter client information into the billing system. The Health District utilizes a PC-based system developed by Ahlers to complete the CVR form, and transmits the forms in an electronic, proprietary format to Ahlers in weekly batches.

5. The Health District staff provides high quality Family Planning services that include physical exam, labs, pregnancy testing, Sexually Transmitted Disease (STD) testing, and screening for cervical and breast cancer. Screenings are also conducted for chronic illnesses such as hypertension, diabetes, and anemia. Tests performed include height, weight, BMI, blood pressure, wet mount, random blood sugar, hemoglobin, gonorrhea, chlamydia, syphilis, and HIV. Cholesterol, urinalysis, Herpes, thyroid, and hemocult tests are performed when ordered by the clinician. Treatment for Gonorrhea, Chlamydia, Syphilis, condyloma, urinary tract infections, and vaginal conditions is provided on site. Treatment for less seen conditions or infections is done by prescription.

All birth control methods are available on site except for sterilizations. Clients may have a LARC inserted during their first appointment or as a walk-in, if indicated. The Reproductive Life Plan is discussed with each client. Clients receive information on all contraceptive methods to include abstinence and Natural Family Planning. Staff provides education on risks, benefits, side effects, method of action, effectiveness, and correct use of all contraceptive methods. Level-one infertility and preconception counseling are performed by clinic staff. Annual exam appointments can be obtained in two weeks, and problem visits are available within a week. Clients can call and speak to a nurse for advice, or they can be triaged into clinic within one week (sooner if needed). Clients are also seen on a walk-in basis for contraception, many being provided a birth control method at their first encounter. Both clinic sites have a Class D pharmacy on site, allowing for clients to receive their contraception or medications at the time of visit.

In addition to Family Planning services, the Health District provides Immunizations, Tuberculosis surveillance, STD testing and treatment, Disease Surveillance, and Food Protection/Environmental Health for the county. Staff provides education on health promotion and disease prevention to include (but not limited to) information on cardiovascular disease prevention, healthy diet and exercise, weight loss, STD prevention safe sex practices, and tobacco cessation.

Clients who screen positive in clinic for acute and chronic conditions that are not managed by Health District clinicians (acute gynecological and non-gynecological issues, dental problems, hypertension, diabetes, mental health, or other chronic conditions) are referred to four local free clinics in Temple, Belton, and Killeen. A copy of the referral from the EHR is given to the patient and another is maintained for follow-up purposes. Clients are counseled on the results and importance of following through with their referral. The Health District refers clients to a local college for dental hygiene assistance. Two local universities will see clients in their counseling programs on a sliding fee scale basis. A local agency sees clients under 18 years old for counseling services (STARRY). If clients are unable to be seen in the local free clinics, there are low cost options in the area (small clinics or private physicians who have agreed to charge lower fees) where they can go to be seen for their problems.

The free clinics also provide the funding for clients who have abnormal Pap smears or breast problems. MOU's and procedures are in place to ensure clients are seen for evaluation and treatment for these conditions.

For follow-up purposes, all abnormal results identified in clinic are documented on a Problem List in the EHR. Follow-up on referrals is conducted by designated staff to ensure the client is able to obtain the needed evaluation and/or treatment. Contact attempts are documented in the EHR. The Nurse Practitioner reviews the information received from the agency or client regarding the referral. Once the referral is complete, they sign off on the status and the information is scanned into the EHR. The referral is followed until it is complete or the client is lost to follow-up. HIV positive clients are referred for medical and mental health services to a Ryan White funded agency in Temple.

6. The Health District plans to subcontract pharmacist services in both Health District pharmacies. The Health District has subcontracted pharmacist services for the last 25 years. The Health District pharmacies are an integral part of providing clinical services for clients, and staff does everything possible to maintain excellent status with the Texas Board of Pharmacy. The pharmacist's contract is negotiated with the Director of Nurses regarding the hourly amount to be paid to the pharmacist. There is not a budget for this service, as the pharmacist is on site no more often than once a month, and will be paid per the contract.

Staff is responsible for all activities that take place in each of their Class D pharmacies, and policies and procedures are in place to ensure all abide by the rules, including the pharmacist. Even though the pharmacist has specific responsibilities and obligations related to their role, designated staff provides oversight of all pharmacy activities to ensure tasks are performed appropriately and as required.

The pharmacist is responsible for ensuring their license is up to date, and for knowing Class D pharmacy rules, especially with respect to drug labeling, repackaging, distribution, storage, provision, and dispensing. The pharmacist performs site visits according to schedule and completes all documentation required by the Pharmacy Board. A record of all on-site visits by the pharmacist is maintained by clinic staff and includes date of visit, pharmacist's evaluation of any findings, signature for labeling of drugs dispensed in clinic, and signature of on-site visit. The pharmacist is responsible for conducting annual In-services and annual Pharmacy Therapeutics Committee Meeting.

All required pharmacy activities are included in the Health District's QA/QI Plan. A QA/QI calendar is utilized by staff in each clinic to assist them in keeping track of required tasks. Tasks on the calendar include renewal dates for pharmacy licenses, pharmacist's license, and the pharmacist's contract. Also included in the QA/QI calendar are due dates for site visits, meetings, and trainings.

The Director of Nurses is in charge of the pharmacies for both Health District clinics, and is ultimately responsible for ensuring all pharmacy rules and procedures are followed. They are responsible for training staff assigned to perform pharmacy related activities. They

also ensure that support staff assisting the pharmacist are licensed nurses. Licensed nurses in each clinic are responsible for ordering, receiving, logging, and securing medications. There are measures in place to prevent theft. The nurses are responsible for ensuring the correct labels are prepared when the pharmacist repackages medications, and for keeping the Pharmacy Manual up to date with required forms. All nurses are responsible for signing out medications appropriately from the pharmacy and when dispensing to a client.

FORM H: FUNDING REQUEST AND CLIENTS SERVED

**Legal Business Name of
Respondent:**

BELL COUNTY PUBLIC HEALTH DISTRICT

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$ 239,164
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Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be Served:	550
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FORM I: WORK PLAN

**Legal Business Name of
Respondent:**

BELL COUNTY PUBLIC HEALTH DISTRICT

Program Administration and Management:

a. The Health District proposes to provide Women's Health and Family Planning services to eligible females at Temple and Killeen clinics in Bell County. The clinics are located in local neighborhoods, and are in different areas of the county affording rural and urban clients access to services at a location of their choice. The Health District will provide Women's Health and Family Planning services that include a thorough physical exam, lab tests, pregnancy testing, and screening for acute illnesses such as sexually transmitted diseases (STDs). Screening is done for chronic illnesses such as hypertension, diabetes and anemia, as well as cervical and breast cancer. Lab tests performed include height, weight, blood pressure, random blood sugar, hemoglobin, gonorrhea, chlamydia, syphilis, HIV, Pap smear, urinalysis, wet mounts and hemocult. Health District clinics have CLIA certificates of Waiver and Certificates to allow provider-performed microscopy procedures. HPV and cholesterol tests are done when ordered by the clinician. Health District Family Planning clients are offered all contraceptive methods on site except sterilizations. A long standing contract is in place with a local hospital to perform tubal ligations. Treatment for STD's, condyloma, urinary tract infections, and vaginal conditions is done in clinic. Both clinic sites operate a Class D pharmacy, allowing for clients to receive their contraception or medications at the time of visit. In addition to Family Planning services, the Health District provides Immunizations, Tuberculosis surveillance, STD testing and treatment, HIV counseling, testing, and referral; Disease Surveillance, and Environmental Health for the County.

The Health District has historically seen presumptively eligible clients prior to the approval of their Texas Women's Health Program (TWHP) application. In many cases, the Health District was not reimbursed for these services because the client either did not apply for, or did not complete, the TWHP application process. Health District staff employs multiple methods to assist the client in completing the application process, including providing a computer on site for clients to use, and offering one-on-one assistance. With the cost reimbursement portion of the HTW RFP, the Health District will be reimbursed the cost of providing these services.

Appointments are offered in 15-minute blocks for annual exams or return visits (for problems, additional education or counseling, rechecks and/or follow-up on previous issues). Pregnancy testing, contraception refills, and Delayed Physical Exams (DPE) are provided during designated times and also on a walk-in basis. Family Planning appointments are available in the early morning, morning, and afternoon in each of the two Family Planning clinics. The early morning appointments are available to assist adolescents and working clients to be seen prior to having to go to work or school. Annual exam appointments can be obtained in two weeks, and return appointments can be obtained next clinic day. Clients have the option to be seen in either or both Health District clinics. The assurance of client access to care on a 24-hour basis currently exists via an answering service employed by the Health District for emergency contact.

DPE's are available to clients by appointment or on a walk-in basis. This service allows the client to receive contraception at first encounter without having to have an exam first. The exam is scheduled within six months after initiation of contraception. The client is counseled on contraceptive methods, and leaves with the method of choice (to include LARCs when appropriate). The availability of this option lessens the risk of unintended pregnancies. This is also convenient for clients referred from other agencies for contraception (where the client is up-to-date on their pelvic exam).

Staff provides education and information on Reproductive Life Plans, abstinence, Natural Family Planning, all other birth control methods including LARCs, Level-one infertility, and preconception. They also provide education on health promotion, disease prevention, healthy diet, exercise, weight loss, safe sex practices, and tobacco cessation. When dispensing a birth control method, education on risks, benefits, side effects, method of action, effectiveness, and instructions on correct use is done by qualified staff.

There are sufficient referral resources in Bell County to ensure continuity of care for Health District clients (with the exception of mental and dental care). A referral procedure is in place to ensure clients who screen positive for acute and chronic conditions that are not managed by Health District clinicians (acute gynecological and non-gynecological issues, dental problems, hypertension, diabetes, mental health, or other chronic conditions) are evaluated and treated. Clients are referred to four local free clinics in Temple, Belton, and Killeen. The free clinics provide for the evaluation and treatment of abnormal Pap smears or breast problems for uninsured women. Memorandums of Understanding (MOU) and procedures are in place to ensure clients are seen for evaluation and treatment for these conditions. Follow-up procedures are in place to ensure continuity of care.

The Outreach Educator informs the community of the availability and importance of Family Planning services, enlists local community support, and recruits clients in need of services. The Outreach Educator provides a multitude of educational presentations to schools and local service agencies in the community. The educational presentations consist of information related to: Texas Women's Health Program, availability and benefits of Family Planning services, teen pregnancy prevention messages, importance of family involvement in adolescent decision-making, HIV/STD prevention, resistance of sexual coercion, family violence prevention, abstinence, obesity education/prevention and contraceptive methods/condom usage.

b. The priority population to be served is females ages 15-44, citizens or eligible immigrants, whose income is at or below 200% FPL, and who are not pregnant. Minors must have a parent or legal guardian apply on their behalf.

c. Health District operations are supported by the Director, Chief Financial Officer (CFO), Board of Health, and Health Authority/Medical Director. The Director is a Nurse Practitioner, was the Director of Nurses for 12 years, and can assist the DON as needed regarding clinical matters. The Health District currently maintains adequate staffing, service delivery system, and programmatic infrastructure to allow for immediate provision of services to targeted populations beginning July 1, 2016, in accordance with approved funding levels. The Health District has two fully functioning clinics that provide Family Planning services. The Health District employs two Nurse Practitioners, three Registered Nurses, two Licensed Vocational Nurses, one Certified Medical Assistant, and ten clerks. The Nurse Practitioners are responsible for the provision of care to Family Planning clients. Designated nurses are responsible for the tracking and follow-up of Family Planning clients with abnormal lab results or exam findings. Registered Nurses, Licensed Vocational Nurses, and Certified Medical Assistants provide the history intake, lab and education services. Nurses are available to answer client questions and address problems, both in person and by phone. Staff is cross-trained in multiple positions to ensure continuity of care. Nine of the clerks are capable of functioning as Spanish language interpreters. One NP and one LVN also speak Spanish. The Health District employs an interpretation service for clients who speak languages other than English or Spanish. The Health District has staff to maintain adequate clinical coverage. There is a billing clerk whose primary function is to handle all billing aspects of the Family Planning program. Each clinic site has sufficient office space for each administrative and clinical employee, and employees are equipped with necessary computers and associated internet and email services. The Health District has Class D Pharmacies in each clinic and contracts with a local pharmacist for consultative and pharmacy services.

The Director of Nurses (DON) is the director for the Family Planning program, and functions as a Nurse Practitioner in the Temple clinic. The DON has been actively involved with primary nursing program grants since her employment in May 1990. The duties of the DON include, but are not limited to, development of operations manuals; writing and updating all Family Planning policies and procedures and ensuring they are in accordance with program guidelines; personnel management; coordination of staff training; coordination of all program related activities; developing and instituting quality management controls and review processes; and monitoring use of State/Federal contractual funds.

The Health District employs a licensed and Board Certified Family Medicine physician as Health Authority/Medical Director. The Health Authority/Medical Director approves the standing delegation orders and protocols under which all nursing staff perform nursing activities and is responsible for the administration of State, Federal, and local laws relating to Public Health within the Health District. The Health Authority/Medical Director participates in Family Planning activities including but not limited to: reviewing medical records, serving as a member of the QA/QI committee, performing Nurse Practitioner evaluations, physician role in Sexually Transmitted Disease clinic, providing resource and direction for resolution of communicable diseases and vaccine preventable diseases occurring in Bell County, and determining the direction of all primary programs. The Health Authority/Medical Director is in the clinic monthly for NP oversight and record review, and is available to nursing staff 24 hours a day for guidance and direction.

The CFO conducts the financial affairs of the Health District under the guidance of the Director, and in accordance with State and Federal fiscal management rules. The Health District utilizes the Sage Businessworks financial software that meets federal and state standards for expending and accounting for the agency funds. Financial policies and procedures are in place that outline the accounting methods utilized in the Health District. A chart of accounts and general ledger are set up for each separate funding source. All receipts and expenditures for each program are documented as a separate line item. Financial statements are prepared from the system, which lists all separate accounts per budget cost category. Any corrections to the general ledger are entered as a journal entry (no erasure or over-rides are permitted). Financial records are kept in locked cabinets in the CFO's office. The Health District complies with all fiscal requirements, and ensures a single audit is performed annually as required. Periodic cost analyses are conducted. The Health District provides liability coverage for nursing personnel, Health Authority/Medical Director, and Board of Health members.

The Health District has Policy and Procedure Manuals in place in the areas of Administration, Family Planning, Pharmacy, Laboratory, Disease Surveillance and Exposure Control, Immunization, Sexually Transmitted Diseases, Infection Control, and Tuberculosis. The Health District has policies in place to ensure that clients are provided services without regard to race/ethnicity, national origin, religion, creed, age, sex, disability, marital status, sexual preference, parenthood, or contraceptive method. The Health District currently has policies in place for staff to promote adolescent family involvement, access to care, and counseling regarding avoidance of sexual coercion. Health District personnel are required to adhere to laws and regulations regarding reporting of child sexual abuse.

Trainings are conducted upon hire and annually for all staff on Medicare/Medicaid Compliance; Laboratory Procedures/CLIA; Bloodborne Pathogens/Infection Control and Exposure; Sexual Coercion/Abuse Recognition/Reporting Policies and Practices; Limited English Proficiency; Nondiscrimination; Human Trafficking, HIPAA; Emergency Procedures; Title X Orientation, Random Moment Time Study, Freedom of Choice, and Research. The DON receives unlimited approval from the Director for all essential staff to attend training activities related to staff development to improve and/or enhance overall service provision.

The Health District contracts with Goldkey, an Information Technology company, who manages and maintains all computer software and hardware systems in the Health District

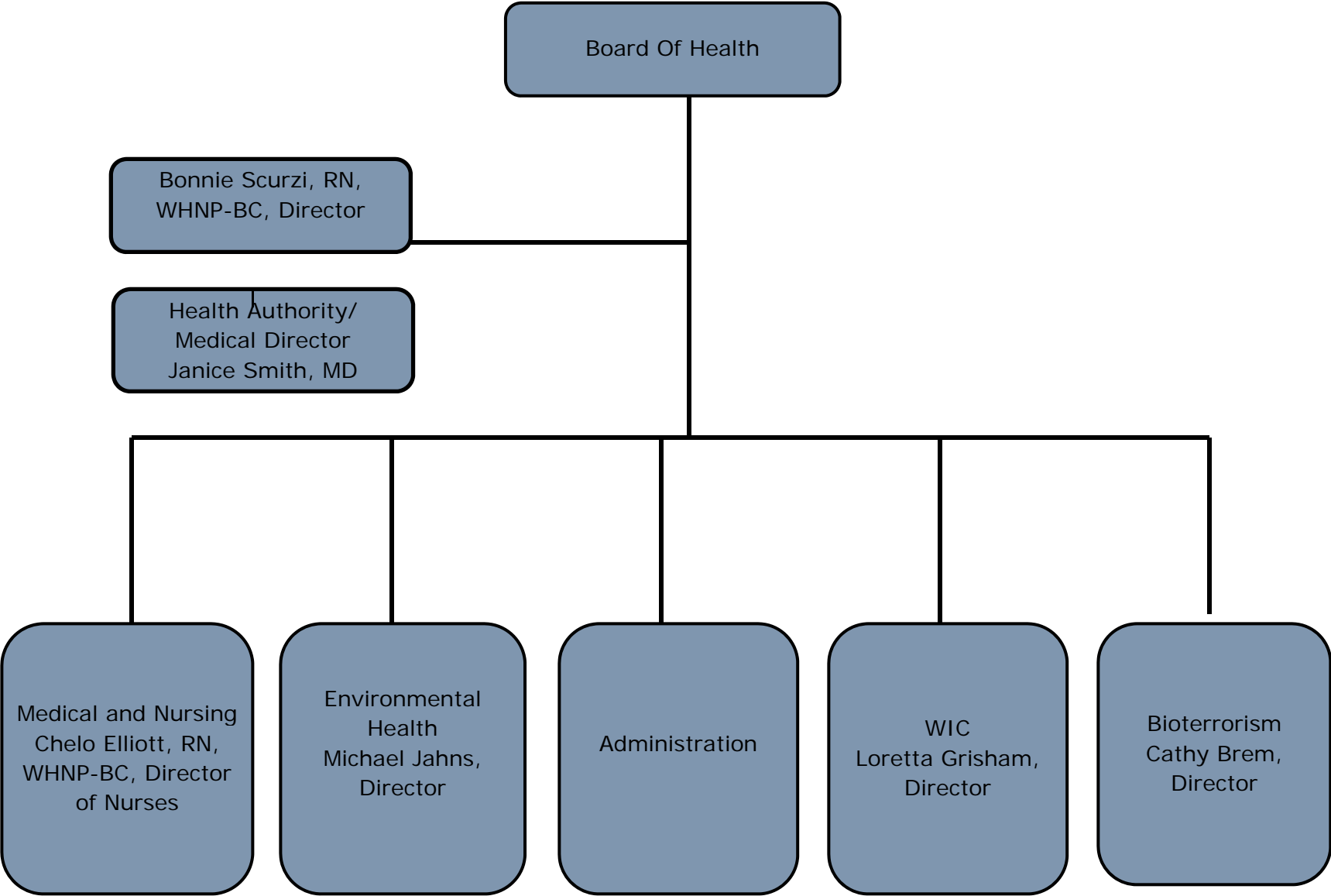
according to HIPAA and State/Federal guidelines. Goldkey staff is available 24 hours a day for technical assistance. The Health District has an Electronic Health Record (EHR) from eClinicalWorks for use in all clinics. The system provides electronic management of all client data and clinic visit records. The Health District is in the process of transitioning to being completely paperless. The Health District purchased HIPAA Privacy and Security programs for each clinic, procedures are in place, and staff is trained to ensure the Health District is in compliance with security rules and regulations. Additionally, client charts are kept out of view, computer monitors have privacy screens, and workstations are password protected and secured. Paper records are kept in locked cabinets in rooms that are inaccessible to clients. Strict measures are in place to ensure client confidentiality is maintained.

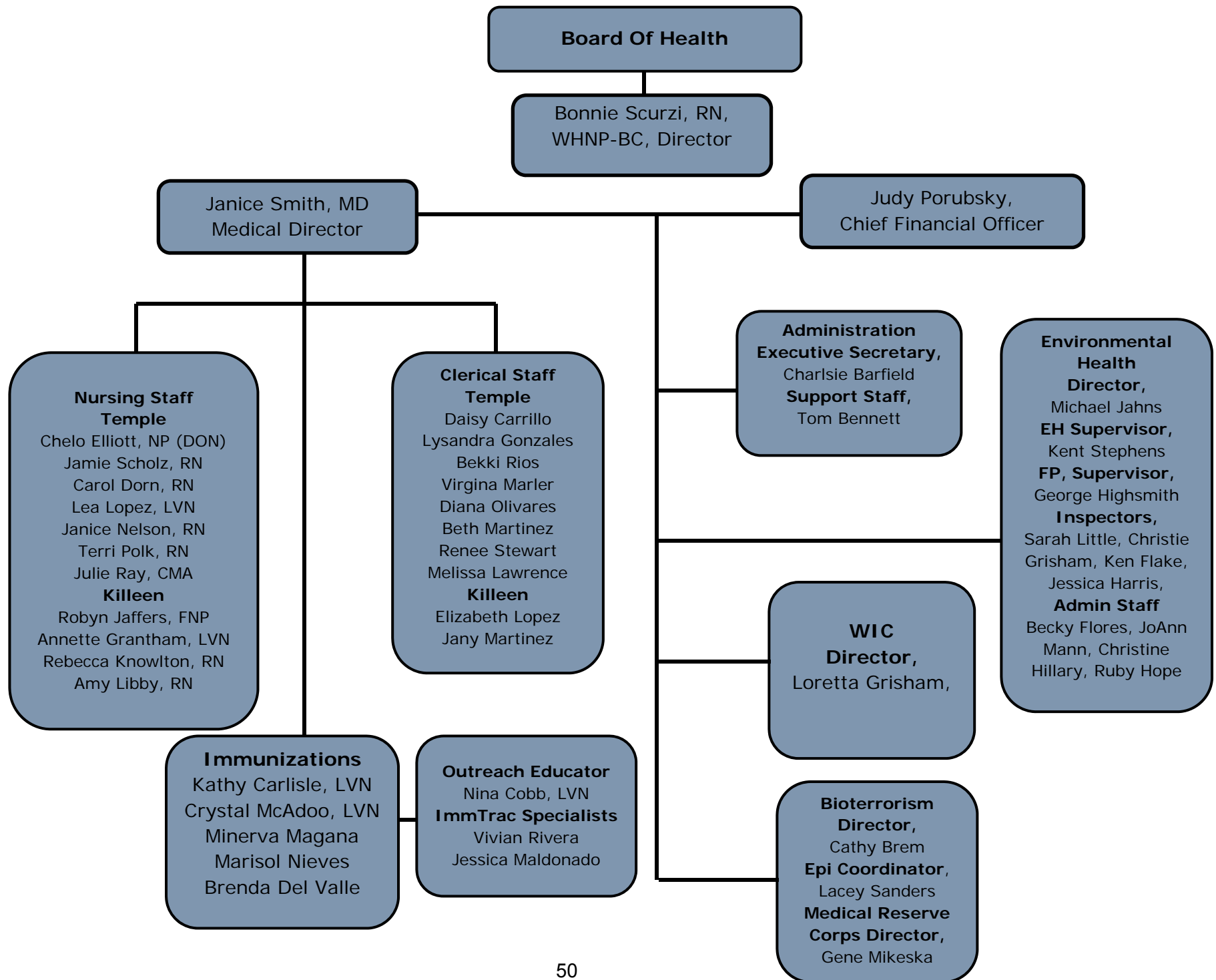
The Health District utilizes Ahlers and Associates to complete billing services and collect data for the Family Planning Annual Report. The billing clerk and DON are responsible for ensuring data collection is done accurately, and the required reports are submitted on time. Billing is done after each clinic and the information transmitted via secure systems to Ahlers. Back up of all billing data is done daily to secure servers maintained at each site. The Remittance and Status (R&S) reports are monitored and reconciled to ensure payment is received under the correct program for services rendered. Rejections and non-payments are re-billed or appealed as necessary. R&S reports are stored in locked cabinets.

d. N/A

e. Organizational Charts (see following 2 pages):

Bell County Public Health District Organization Charts





f. Job descriptions for Medical Director, Director of Nurses (Clinical/Program Director), eligibility and billing staff, and clinicians:

**BELL COUNTY PUBLIC HEALTH DISTRICT
POSITION DESCRIPTION
HEALTH AUTHORITY/MEDICAL DIRECTOR**

June 25, 2012

I. Position Title and Classification: Health Authority/Medical Director / Physician - Part-time

GENERAL DESCRIPTION:

Functions as the Medical Director for health services and Health Authority/Medical Director for Bell County Public Health District.

WORKING HOURS:

Three hours per month at 509 S. 9th Street Temple / 309 N. 2nd Street, Killeen.

DUTIES AND RESPONSIBILITIES:

Utilizing acquired medical skills as a licensed and Board Certified Family Medicine physician shall:

1. Serve as the Health Authority for the Health District;
2. Provide medical coverage of current standing delegation orders pertaining to Immunizations, Sexually Transmitted Diseases, emergencies, Tuberculosis, Epidemiology, Family Planning services, and limited Maternity (pregnancy testing and counseling only);
3. Be on site on a scheduled basis for consultation with Director/NP's;
4. Be available by phone for consultation with nursing personnel regarding health issues when not on site;
5. Perform annual review and approve all standing delegation orders;
6. Review and approve protocols of medical treatment and procedures;
7. Evaluate and update Policies and Procedures annually;
8. Provide periodic onsite review of clinic performance and record documentation;
9. Represent the Health District in Public Health situations;
10. Assist the Health District in relation to disease prevention and suppression;
11. Confer with Pharmacist-in-Charge annually;
12. Perform other duties as prescribed by state law; and
13. Coordinate hours of service with the Director of Nurses.

KNOWLEDGE REQUIRED TO PERFORM THE JOB:

Licensed Physician in the State of Texas

SKILLS REQUIRED TO PERFORM THE JOB:

Ability to practice medicine with training in Primary Care and Women's Health;

SPECIAL REQUIREMENTS:

1. Physician must turn over to the agency any income for services on behalf of the agency.
2. County Public Health District agrees to provide liability insurance in the amount of \$500,000 to \$1,000,000.

MINIMAL QUALIFICATIONS:

A physician licensed to practice medicine by the State Board of Medical Examiners for the State of Texas.

I have read and understand my job description. I have received a copy of my job description.

Signature of Employee

Date

**BELL COUNTY PUBLIC HEALTH DISTRICT
POSITION DESCRIPTION
DIRECTOR OF NURSES**

Revision Date: September 1, 2013

**I. Position Title and Classification: Director of Nurses
Nurse IV or Nurse V**

GENERAL DESCRIPTION:

Responsible for administrative nursing services. Under direction of the Health Authority/Medical Director of the Health District and the District Director, in consultation with specific programs of the Texas Department of State Health Services (DSHS) and Women's Health and Family Planning Association of Texas (WHFPT), is responsible for planning, developing and coordinating a program of nursing service in accordance with policies, procedures and objectives of the Health District, DSHS, and WHFPT. The program of nursing service must conform to the specific requirements set forth by program contracts issued by the Health District, DSHS, and WHFPT.

WORKING HOURS:

Monday - Thursday 7am. - 4:30pm.
Friday - 7am. - 11am.
Evening and Weekend hours required

ESSENTIAL FUNCTIONS:

1. Serves as a nursing advisor to administrative personnel; and assists in general policy and program formulation for the Health District in the following program areas: Family Planning, Tuberculosis, Sexually Transmitted Diseases, Immunizations, and Community Outreach Education.
2. Participates in development and implementation of the Philosophy, goals, objectives, and standards utilized by the Medical/Nursing division.
3. Interprets nursing functions and policies of the Health District to persons and groups within the agency as well as to other organizations.
4. Collaborates with nursing school faculty to coordinate and provide for

- appropriate student clinical experience in public health.
5. Recruits and interviews nursing personnel applicants, consults and plans with the Director and Health Authority/Medical Director for employment.
6. Institutes orientation system for nursing personnel.
7. Evaluates performance of nursing staff and makes recommendations for promotion, change of status, and dismissal.
8. Maintains compliance of practice standards set forth by ANA, TMB, WHFPT, and DSHS.
9. Participates in QA/QI program including setting criteria, audit of records and instruction and involvement of all nursing staff in program.
10. Plans, coordinates, and implements a program of supervision and consultation to meet current nursing staff needs
11. Evaluates the quality and productivity of service through analysis of statistical studies and performance evaluation reports.
12. Plans, coordinates and implements a program of supervision and consultation to meet the needs of patient care.
13. Responsible for implementation and maintenance of records and reports used to support and document nursing activities.
14. Assists in preparation of statistical, quarterly, and special reports.
15. Exercises initiative conducting studies and research in the field of nursing and participates in departmental research studies and projects.
16. Stimulates nursing personnel to further their academic preparation and encourages active participation in professional organizations.
17. Plans and arranges for continued services while nurses are on annual, sick, or educational leave.
18. Assists Administrative Personnel in the written application/reapplication for grant funding.
19. Performs other activities as required by the Director and dictated by programmatic needs.
20. Participates in preparedness planning and execution.
21. Serves as the Pharmacy Manager and is responsible for all pharmacy functions and assures compliance with all Pharmacy Board Rules. Ensures compliance with all policies and procedures associated with operating a Class D pharmacy.

KNOWLEDGE REQUIRED TO PERFORM THE JOB:

Thorough knowledge and skill in professional nursing; in public health nursing, public health administration and in the overall and significant aspects of the work of the Health District and the Texas Department of State Health Services.

SKILLS / ABILITIES REQUIRED TO PERFORM THE JOB:

Ability to perceive and identify trends and developments in public health nursing, public health administration and in nursing education and interpret and apply these trends and developments to the Texas situation; to assess accurately the public health nursing needs of Texas and assume a leadership role in stimulating appropriate administrative and public action to meet those needs, to assume leadership responsibility in promoting and securing qualified personnel and high level standards of nursing practices; to delegate responsibility and authority; to encourage independent judgment; to inspire creative thinking and constructive action; to communicate effectively, and obtain and utilize consultant resources to strengthen and improve the nursing program.

SPECIAL CONSIDERATIONS/REQUIREMENTS/RECOMMENDATIONS:

Potential occupational exposure risks to bloodborne pathogens exist. Increased risk for exposure to and possible transmission of vaccine-preventable diseases/Tuberculosis

The following Immunizations are required by the Health District:

Hepatitis B series (documentation of 3 doses. Unimmunized new employees must complete a 3-dose series and post-vaccination test showing immunity. If test result is negative, up to 3 additional doses of vaccine may be required.

MMR (2 doses or evidence of immunity to measles, mumps, and rubella).

Varicella (2 doses, reliable hx of disease, or evidence of immunity to chickenpox)

Td (complete series with 1 booster dose every 10 years).

Mantoux tests are required on employment, annually, intervals based on degree of risk, post exposure, or if symptomatic. If symptomatic, will be referred for chest x-ray.

Recommended:

Influenza (1 dose annually)

Pneumococcal (1 dose for persons 65 and older)

MINIMAL QUALIFICATION:

1. Licensed to practice as Registered Nurse in Texas. A Master of Science degree or a Master of Public Health from an accredited college or university. Five (5) years of full-time experience in nursing at least one (1) year of which must have been in a nursing administrative, consultation, or supervisory position.

OR

Licensed to practice as a Registered Nurse in Texas. A Bachelor of Science degree from an accredited college or university. Five (5) years of full-time experience in nursing, at least two (2) of which must have been in a nursing administration, consultation, or supervisory position.

I have read and understand the contents of my job description. I have received a copy of my job description.

Signature of Employee

Date

**BELL COUNTY PUBLIC HEALTH DISTRICT
POSITION DESCRIPTION
CLERK**

Revision Date: April 6, 2016

I. Position Title and Classification: Clerk

Clerk I, II, or III

GENERAL DESCRIPTION:

Responsible for performing designated services within a clinical setting. Refer to essential functions for definition of designated services. Services are provided at the Killeen and Temple office locations. Services are

performed in the Family Planning, Sexually Transmitted Diseases, and immunization clinics.

Services are provided under the direct supervision of the nursing supervisors and/or the Director of Nurses.

WORKING HOURS:

Monday - Thursday 7am. - 4:30pm.

Friday - 7am. - 11am.

Evening and Weekend hours required

ESSENTIAL FUNCTIONS:

- Serves as receptionist/Responsible for Phones
- Responsible for Client Appointment System
- Custodian of Medical Records
- Maintains Medical Record File System
- Responsible for data collection/retrieval
- Generates reports per request of nursing administration
- Photocopying, typing, word processing, and computer duties as needed.
- Responsible for Fee Collection per Health District Admin Policy
- Responsible for Mail Distribution
- Responsible for Medical Nursing/Office Supplies
- Responsible for completion of Laboratory specimen forms
- Responsible for posting Lab results according to protocol
- Responsible for determining client eligibility per DSHS/HHSC/WHFPT guidelines

SKILLS/ABILITIES TO PERFORM THE JOB:

Ability to interact appropriately with clients/co-workers. Ability to understand the importance of medical confidentiality. Ability to prioritize time and responsibilities. Ability to take direction from authority. Basic office skills and use of general office machines.

Special Considerations/Requirements/Recommendations:

- Valid Texas driver's license
- Must have own automobile
- Must have telephone
- Requires ability to lift clinic supplies, educational materials and machines
- Prolonged standing, sitting, or driving may be required
- Increased risk for exposure to and possible transmission of vaccine-preventable diseases/Tuberculosis
- Must have appropriate Immunizations according to BCPHD policy.
- Limited access to clinical exam/lab areas containing biohazardous material-
- Must be under direct supervision of nursing staff personnel.

MINIMAL QUALIFICATIONS:

1. GED or high school diploma

Note: The levels I, II, III indicate entry level/promotion status as a result of job performance, job responsibilities, and merit increases in relation to

longevity of service.

I have read and understand the contents of my job description. I have received a copy of my job description.

Signature of Employee

Date

**BELL COUNTY PUBLIC HEALTH DISTRICT
POSITION DESCRIPTION
BILLING CLERK**

October 2013

**Position Title and Classification: Admin Tech II
Starting position 10/1**

GENERAL DESCRIPTION:

Reports directly to the Charge Nurse in the Temple Clinic. Responsible for: all billing functions, all supplies and forms ordering/maintenance, bill reconciliation, computer issues, arranging building and copier maintenance, clinic back up, various clerical / word processing duties, and assisting the charge nurse as needed. Job duties vary based on needs – may have extra job duties as assigned.

WORKING HOURS:

Monday - Thursday 7am. - 4:30pm.
Friday - 7am. - 11am.
Evening and Weekend hours required

ESSENTIAL FUNCTIONS:

All Family Planning Billing functions (billing and reimbursement for all visits & procedures)
Family Planning and Pregnancy Test Monthly Activity Report monthly
Reconcile R&S Reports
Reconcile Accepted / Rejected Reports
Record billing amounts
Record checks received and send copies to CFO (X, XIX)
Responsible for Client Appointment System
Custodian of Medical Records
Maintains Medical Record File System
Responsible for data collection/retrieval
Generates reports per request of nursing administration
Reconcile bills
Center for Disease Detection
Scott and White Reference Lab
Supplies
Ordering and maintenance of stock levels for clinic, paper and office supplies
Receive and stock supplies upon arrival
Order forms from printer
Return expired meds
Order pamphlets and fliers
Return expired contraceptives and medications to supplier
Order all medications and contraceptives

Order state supplies through computer system
Computer contact for Medical/Nursing division
Assist with computer problems (lockouts, minor issues)
Clinic back up
Appointments
Family Planning Clinic – as needed
Mail lab specimens – as needed
Building Maintenance Contact
Building issues
Photocopier issues
Update / revise / devise forms / logs as needed
Assist with annual update of schedule of discounts

OTHER FUNCTIONS (as needed)

Serves as receptionist/Responsible for Phones
Photocopying, typing, word processing, and computer duties as needed.
Responsible for Fee Collection per Health District Admin Policy
Responsible for Mail Distribution
Responsible for completion of Laboratory specimen forms
Responsible for posting Lab results according to protocol

KNOWLEDGE / SKILLS / ABILITIES REQUIRED TO PERFORM THE JOB

High School diploma or higher. Must be able to type accurately at least 40 wpm. Accurate spelling skills. Good communication skills. Ability to be flexible and patient in high stress environment. Ability to interact appropriately with clients/co-workers. Ability to understand the importance of medical confidentiality. Ability to prioritize time and responsibilities. Ability to take direction from authority. Basic office skills and use of general office machines.

Necessary technical skills outlined below.

Microsoft Word/Works/Excel/Power Point/Outlook/Internet Explorer/PDF files
Basics of the programs
Knowledge to navigate within the programs
Knowledge to change and/or revise within these programs

Ahlers
Knowledge of program function and maintenance

Special Considerations/Requirements/Recommendations:

1. Valid Texas driver's license
2. Must have own automobile
3. Must have telephone
4. Requires ability to lift clinic supplies, educational materials and machines
5. Prolonged standing, sitting, or driving may be required
6. Increased risk for exposure to and possible transmission of vaccine-preventable diseases/Tuberculosis
7. Must have appropriate Immunizations according to BCPHD policy.
8. Limited access to clinical exam/lab areas containing biohazardous material- must be under direct supervision of nursing staff personnel.

I have read and understand the contents of my job description. I have received a copy of my job description.

Signature of Employee

Date

**BELL COUNTY PUBLIC HEALTH DISTRICT
POSITION DESCRIPTION
COMMUNITY OUTREACH EDUCATOR**

April 6, 2016

Position Title and Classification: Community Outreach Educator LVN II

General Description:

Responsible for performing professional health education work in planning, promoting, and implementing an outreach educational program concerned with Family Planning related health concerns of a given local community or targeted population group. Priority concepts upon which to base overall direction of initiatives include: increase general understanding of the value of Family Planning services for improved health, social, and economic status; inform community as to the availability of Family Planning services through the Health District; attraction of potential clients; and education regarding reproductive health issues of specific populations i.e. teens/males. Work is performed with considerable latitude allowed for the exercise of independent initiative, judgment, and action.

Working Hours:

Monday - Thursday 7am. - 4:30pm.

Friday - 7am. - 11am.

Evening and Weekend hours required

Essential Duties and Responsibilities:

- Participates in research and educational activities.
- Adheres to personnel, nursing and administrative policy.
- Promotes public health services by maintaining effective and responsive communication with community authorities and resources.
- Performs specific duties outlined per clinic specialty.
- Must be knowledgeable and responsible for following all policies, procedures, protocols, and standing delegation orders set forth in the following manuals- Administrative, Family Planning, STD, Tuberculosis, HIV, Immunization, Disease Surveillance, Quality Assurance, and Laboratory.
- Collects, examines, interprets, and applies demographic trend data to Family Planning program/initiatives for program planning and implementation purposes.
- Develops/organizes effective community outreach Family Planning educational presentations directed at high-risk targeted groups i.e. Teen/adult males and females, rural schools, and hard to reach populations.
- Identifies and collaborates with local social service agencies and health care providers to implement innovative programs directed at high-risk groups i.e. teens.
- Participate on local community advisory groups to ascertain local community concerns regarding shared populations.
- Explore the availability of local resources to meet identified needs of targeted high-risk populations.

- Increasing access to Family Planning and reproductive health services by partnering with other community-based organizations that have related interest and that work with similar populations.
- Develop and participate in appropriate media messages.
- Performs other duties as required or requested within the realm of the employee's qualifications.

KNOWLEDGE REQUIRED TO PERFORM THE JOB:

General knowledge of teaching methods and management techniques and/or general knowledge of nursing.

SKILLS REQUIRED TO PERFORM THE JOB:

Ability to perform general and public health nursing or plan, coordinate, implement educational strategies directed at specific population groups. Ability to work productively with individuals, other professionals and community officials and groups. Ability to communicate effectively utilizing written and oral skills.

ABILITIES REQUIRED TO PERFORM THE JOB:

Requires ability to lift clinic supplies, educational materials and machines. Prolonged standing, sitting, and driving may be required. Knowledge of Power Point presentations.

SPECIAL INSTRUCTION, SCREENING CRITERIA, REMARKS:

Valid Texas Driver's License

Must have own automobile

Maintain Basic Cardiac Life Support Certification

SPECIAL CONSIDERATIONS/REQUIREMENTS/RECOMMENDATIONS:

Potential occupational exposure risks to bloodborne pathogens exist.

Increased risk for exposure to and possible transmission of vaccine-preventable Diseases/Tuberculosis

The following Immunizations are required by the Health District:

Hepatitis B series (documentation of 3 doses. Unimmunized new employees must complete a 3-dose series and post vaccination test showing immunity. If test result is negative, up to 3 additional doses of vaccine may be required.

MMR (2 doses or evidence of immunity to measles, mumps, and rubella)

Varicella (2 doses, reliable hx of disease, or evidence of immunity to Chickenpox).

Td (complete series with one booster dose every 10 years).

Mantoux tests are required on employment, annually, intervals based on degree of risk, post exposure, or if symptomatic. If symptomatic, will be referred for chest X-ray.

Recommended:

Influenza (1 dose annually)

Pneumococcal (1 dose for persons 65 and older)

MINIMAL QUALIFICATIONS:

Licensed to practice as a Nurse in Texas.

I have read and understand the contents of my job description. I have received a copy of my job description.

Signature of Employee

Date

**BELL COUNTY PUBLIC HEALTH DISTRICT
POSITION DESCRIPTION
NURSE PRACTITIONER**

Revision Date: April 6, 2016

**I. Position Title and Classification: Nurse Practitioner
Nurse II, III, or IV**

GENERAL DESCRIPTION:

Functions as a Nurse Practitioner providing primary health services under the general supervision of the Director of Nursing Services. Under direction plans, coordinates, organizes, and provides health care services within the expanded nursing functions of a specialty role requiring Advanced Practice Nurse Practitioner clinical skills. In collaboration with the Health Authority/Medical Director and understanding delegation orders manages the medical aspects of care. Participates in evaluating the quality and outcomes of the primary health care services provided. May have supervisory responsibility for orientation, teaching and evaluation of others assigned to assist the Nurse Practitioner in the delivery of health care services within the area of specialty.

WORKING HOURS:

Monday - Thursday 7am. - 4:30pm.
Friday - 7am. - 11am.
Evening and Weekend hours required

DUTIES AND RESPONSIBILITIES:

1. Under the supervision of the Health Authority/Medical Director, utilizing acquired nursing skills as a certified Women's Health or Family Nurse Practitioner shall perform physical examinations on Family Planning patients.
2. Identifies the physical, social, and emotional needs of individuals and families through systematic assessment utilizing professional skills, health history, physical evaluation laboratory and other assessment tools.
3. Interprets information collected in the health status assessment to define and implement a plan of care, determine appropriate interactions and prescribe medication and/or treatment per medical protocols or standing delegation orders.
4. Shares responsibility for the orientation, teaching and supervision of nursing and other personnel, in initial patient education, specific method and problem counseling and clinic procedures in Family Planning.
5. Be familiar with all required areas, policies and procedures of Family Planning, TB and STD as well as all other areas of nursing in the Health District.
6. Impart information about services in a manner consistent with policies and functions of the agency to professional health care providers and organizations, and other community groups as well as participate in community health promotion efforts through teaching and counseling.
7. Provide relief nursing services for all nursing personnel in Family Planning, STD, Immunization, and Tuberculosis as required.
8. Apply epidemiological methods for disease control to individuals, families and communities.
9. Functions as resource person, role model and consultant for other Nurse Practitioners and Registered Nurses in the area of specialty. Consults with immediate supervisor regarding developments within the specialty that affect nursing.
10. Performs other related duties as assigned.

KNOWLEDGE REQUIRED TO PERFORM THE JOB:

Considerable knowledge of public health theory and practices of professional nursing theory, procedures, and techniques, especially regarding Women's Health, STD's, and Prenatal; of the extent and limitations of delegated authority as defined by the protocol developed jointly between the Health Authority/Medical Director and the Nurse Practitioner; of the rules of prescriptive authority; of the legal implications of the practice of nursing and of State and Federal laws and health codes which affect client care; of agency guidelines pertaining to the provision of health care by the Nurse Practitioner.

SKILLS REQUIRED TO PERFORM THE JOB:

Comprehensive skill in the use of Advanced Practice Nursing techniques and procedures necessary to provide health care for men and women; in educating clients concerning their health needs.

ABILITIES REQUIRED TO PERFORM THE JOB:

Ability to function in the expanded role of Nurse Practitioner. Demonstrates appropriate utilization of supervisory and consultative skills. Ability to function as a resource person, role model and preceptor for Nurse Practitioner students. Ability to collect, analyze and interpret data as related to Women's Health care, to initiate and manage a therapeutic regimen for selected health problems in accordance with the established protocols; to provide for continuity of care to clients; to evaluate health care provided and modify as needed; to recognize when to refer the patient / client to a physician or other health care provider(s).

SPECIAL INSTRUCTION, SCREENING CRITERIA, REMARKS:

Valid Texas Driver's License
Maintain Basic Cardiac Life Support Certification
Must have own automobile

SPECIAL CONSIDERATIONS/REQUIREMENTS/RECOMMENDATIONS:

Potential occupational exposure risks to bloodborne pathogens exist.
Increased risk for exposure to and possible transmission of vaccine-preventable diseases/Tuberculosis

The following Immunizations are required by the Health District:

Hepatitis B series (documentation of 3 doses. Unimmunized new employees must complete a 3-dose series and post-vaccination test showing immunity. If test result is negative, up to 3 additional doses of vaccine may be required.

MMR (2 doses or evidence of immunity to measles, mumps, and rubella)

Varicella (2 doses, reliable hx of disease, or evidence of immunity to chickenpox)

Td (complete series with 1 booster dose every 10 years).

Mantoux tests are required on employment, annually, intervals based on degree of risk, post exposure, or if symptomatic. If symptomatic, will be referred for chest x-ray.

Recommended:

Influenza (1 dose annually)

Pneumococcal (1 dose for persons 65 and older)

MINIMAL QUALIFICATIONS:

1. Licensed to practice as a Registered Nurse in Texas and approved as a

Nurse Practitioner by the Texas Board of Nurse Examiners in
a specialty approved for use in the Bell County Public Health District.

**I have read and understand the contents of my job description. I have received a copy
of my job description.**

Signature of Employee

Date

**BELL COUNTY PUBLIC HEALTH DISTRICT
POSITION DESCRIPTION
PUBLIC HEALTH STAFF NURSE**

Revision Date: April 8, 2013

**I. Position Title and Classification: Public Health Staff Nurse
RN I, II, or III**

GENERAL DESCRIPTION:

Responsible for performance of general nursing services in the primary areas of Immunizations, Sexually Transmitted Disease, Family Planning, Tuberculosis, and Disease Surveillance. Work is performed under the administrative supervision of the Director of Nurses and Health Authority/Medical Director.

WORKING HOURS:

Monday - Thursday 7am. - 4:30pm.
Friday - 7am. - 11am.
Evening and Weekend hours required

DUTIES AND RESPONSIBILITIES:

1. Utilizes the nursing process to identify physical, social and emotional health needs of individuals and families.
2. Develops a plan of care which is based on nursing diagnosis and medical diagnosis to achieve client outcomes.
3. Provides individualized care for clients attending specific clinics.
4. Assumes responsibility for managing activities to attain effective clinical environment.
5. Reassesses effectiveness of nursing care delivered based on original or revised care plan.
6. Provides care in a cost effective manner by judicious use of supplies and equipment and careful documentation of supply use.
7. Performs nursing actions that demonstrate professional accountability.
8. Participates in research and educational activities.
9. Adheres to personnel, nursing and administrative policy.
10. Promotes public health services by maintaining effective and responsive communication with community authorities and resources.
11. Performs specific duties outlined per clinic specialty:
Clinics: Tuberculosis, Immunizations, Sexually Transmitted Diseases, Family Planning
Duties: Performs history intake, utilizes appropriate forms/consents, performs phlebotomy and has knowledge of required lab work based on client need, assists Nurse Practitioner in clinic during client's physical exam, performs STD exams on males, females, dispenses medications/administers vaccines and contraceptive

- supplies per protocol/SDO's, performs exit interview, counsels/educates according to individual client needs, and has adequate knowledge base related to primary nursing areas, demonstrates appropriate documentation of all relevant/pertinent nursing actions, performs appropriate follow-up of abnormal lab/conditions/exams, and demonstrates accountability for all nursing actions.
12. Must be knowledgeable and responsible for following all policies, procedures, protocols, and standing delegation orders set forth in the following manuals- Administrative, Family Planning, STD, Tuberculosis, HIV, Immunization, Disease Surveillance, Quality Assurance, and Laboratory.
 13. Performs other duties as required or requested within the realm of the employee's qualifications.

KNOWLEDGE REQUIRED TO PERFORM THE JOB:

General knowledge of professional nursing techniques, basic sciences and interviewing techniques, knowledge of principles and practices of public health nursing, family and group relationships, teaching methods and management techniques.

SKILLS REQUIRED TO PERFORM THE JOB:

Ability to perform general and public health nursing. Ability to work productively with individuals, other professionals and community officials and groups. Ability to communicate effectively utilizing written and oral skills. Ability to perform phlebotomy. Ability to utilize skills associated with supervision and consultation in designated clinical areas.

ABILITIES REQUIRED TO PERFORM THE JOB:

Requires ability to lift clinic supplies, educational materials and machines. Prolong standing, sitting and driving required.

SPECIAL INSTRUCTION, SCREENING CRITERIA, REMARKS:

Valid Texas Driver's License
Must have own automobile
Maintain Basic Cardiac Life Support Certification

SPECIAL CONSIDERATIONS/REQUIREMENTS/RECOMMENDATIONS:

Potential occupational exposure risks to bloodborne pathogens exist.
Increased risk for exposure to and possible transmission of vaccine-preventable diseases /Tuberculosis

The following Immunizations are required by the Health District:

Hepatitis B series (documentation of 3 doses). Unimmunized new employees must complete a 3-dose series and post-vaccination test showing immunity. If test result is negative, up to 3 additional doses of vaccine may be required.

MMR (2 doses or evidence of immunity to measles, mumps, and rubella)

Varicella (2 doses, reliable hx of disease, or evidence of immunity to chickenpox)

Td (complete series with 1 booster dose every 10 years).

Mantoux tests are required on employment, annually, intervals based on degree of risk, post exposure, or if symptomatic. If symptomatic, will be referred for chest x-ray.

Recommended:

Influenza (1 dose annually)

Pneumococcal (1 dose for persons 65 and older)

MINIMAL QUALIFICATIONS:

1. Licensed to practice as a Registered Nurse in Texas and one (1) year of full-time, paid employment as an ADN, or Diploma graduate.
2. Licensed to practice as a Registered Nurse in Texas. A bachelor's degree in nursing from an accredited college or university with one (1) year of full-time, paid employment as a practicing RN.

NOTE: Nurse levels I, II, III on the pay scale are levels of promotion.

Entrance levels for new employees are based on education, years of nursing experience, position to be filled, and current budget for the year. Promotions occur as a result of increased job responsibilities and job performance (merit increases) in relation to longevity of service.

I have read and understand the contents of my job description. I have received a copy of my job description.

Signature of Employee

Date

**BELL COUNTY PUBLIC HEALTH DISTRICT
POSITION DESCRIPTION
PUBLIC HEALTH STAFF NURSE**

Revision Date: April 6, 2016

**I. Position Title and Classification: Licensed Vocational Nurse
LVN I or LVN II**

GENERAL DESCRIPTION:

Performs advanced technical nursing duties and assists with other related duties involved in providing ambulatory client care in a clinic within the Health District. Duties may include explaining programs offered by the Health District to individuals/organizations. The activities of the vocational nurse are based on his/her educational preparation and experience. Work is performed under the administrative supervision of the Director of Nurses and Health Authority/Medical Director.

WORKING HOURS:

Monday - Thursday 7am. - 4:30pm.
Friday - 7am. - 11am.
Evening and Weekend hours required

ESSENTIAL FUNCTIONS:

1. Performs appropriate nursing tasks in all clinics.
2. Interviews patients or relatives to obtain appropriate health history and/or immunization status.
3. Performs screening tests for which he/she has been prepared by education and experience, including venipuncture and finger sticks.
4. Utilizes community relationships to contribute to better public understanding of health services.
5. Provides medication according to agency policy and as ordered by a nurse practitioner per standing delegation orders - oral and injectables.

6. Takes vital signs and measurements; records findings in EHR or on appropriate forms.
7. Implements patient teaching according to standing delegation orders.
8. Maintains records and prepares reports as required by nursing administration.
9. Performs follow-up of abnormal conditions per policies/procedures.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge and ability to perform nursing procedures for which the vocational nursing course has provided the necessary degree of skill and judgment; performance shall be limited to those acts for which he/she has been prepared.
- Knowledge of clinic and office operations.
- Ability to observe general physical condition of patients to detect signs of abnormalities. Ability to communicate effectively. Ability to record observations completely, accurately, legibly, and concisely.
- Knowledge of agency policies, procedures, protocols, and standing delegation orders.
- Knowledge of fundamental principles of human behavior and an appreciation of the effects of stress upon individuals and groups.
- Ability to work within the team concepts in relation to nursing.
- Knowledge of need to refer specific situations to Registered Nurse for disposition.

SPECIAL CONSIDERATIONS/REQUIREMENTS/RECOMMENDATIONS:

Potential occupational exposure risks to bloodborne pathogens exist.

Increased risk for exposure to and possible transmission of vaccine-preventable diseases/Tuberculosis

The following Immunizations are required by the Health District:

Hepatitis B series (documentation of 3 doses). Unimmunized new employees must complete a 3-dose series and post-vaccination test showing immunity. If test result is negative, up to 3 additional doses of vaccine may be required.

MMR (2 doses, reliable hx of disease, or evidence of immunity to chickenpox)

Td (complete series with 1 booster dose every 10 years).

Mantoux tests are required on employment, annually, at intervals based on degree of risk, post exposure, or if symptomatic. If symptomatic, will be referred for chest x-ray.

Recommended:

Influenza (1 dose annually)

Pneumococcal (1 dose for persons 65 and older)

MINIMAL QUALIFICATIONS:

1. Licensed to practice as a vocational nurse in Texas, plus one (1) year of full-time, paid employment as a licensed vocational nurse.

NOTE: Level II may be an entry level or level of promotion.

Entrance levels for new employees are based on education, years of nursing experience, position to be filled, and current budget for the year.

Promotions are based on increased job responsibilities and job performance (merit increases) in relation to longevity of service.

I have read and understand the contents of my job description. I have received a copy of my job description.

Signature of Employee

Date

**BELL COUNTY PUBLIC HEALTH DISTRICT
POSITION DESCRIPTION
MEDICAL ASSISTANT**

Revision Date: April 13, 2016

**I. Position Title and Classification: Medical Assistant
Level I or II**

GENERAL DESCRIPTION:

Performs administrative and clinical tasks and assists with other related duties involved in providing ambulatory client care in a clinic within the Health District. Duties may include explaining programs offered by the Health District to individuals/organizations. The activities of the medical assistant are based on his/her educational preparation and experience. Work is performed under the administrative supervision of the Director of Nurses, Health authority, and direct supervision by a registered or licensed vocational nurse.

WORKING HOURS:

Monday - Thursday 7am. - 4:30pm.
Friday - 7am. - 11am.
Evening and Weekend hours required

ESSENTIAL FUNCTIONS:

Administrative

- Assist DON as needed
- Schedule appointments
- Send letters
- Develop educational materials
- Referrals
- Follow-up

Clinical

- Escort patient to exam room
- Carry out patient history interviews
- Take and record vital signs
- Prepare patient for examination
- Provide patient information/instructions
- Educate patients about procedures
- Notify patients of laboratory results
- Assist with medical examinations/surgical procedures
- Set up/clean patient rooms
- Maintain inventory
- Restock supplies in patient rooms
- Instruct patients about medications
- Clean, run, perform maintenance on autoclave

Advanced duties

- Collect and prepare basic laboratory tests /specimens
- Prepare/administer specified oral/intramuscular medications
- Perform venipuncture
- Administer Immunizations

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of clinic and office operations.
- Ability to observe general physical condition of patients to detect signs of abnormalities.
- Ability to communicate effectively
- Ability to interact effectively and in a supportive manner with persons of all backgrounds.
- Ability to record observations completely, accurately, legibly, and concisely.
- Knowledge of agency policies/procedures/protocols/standing delegation orders contained within the following manuals-Family Planning, Tuberculosis, Sexually Transmitted Diseases, Disease Surveillance, Administrative, Quality Assurance, Immunization, and Laboratory.
- Knowledge of fundamental principles of human behavior and an appreciation of the effects of stress upon individuals and groups.
- Ability to work within the team concepts.
- Knowledge of need to refer specific situations to RN or LVN for disposition.
- Computer skills to include Microsoft Word and Excel, 35 WPM, NextGen/EMR experience a plus
- Excellent telephone patient service skills.
- Ability to work efficiently and effectively.
- Ability to work well under pressure, multi-task and handle stress well.
- Excellent written and verbal communication skills.

SPECIAL CONSIDERATIONS/REQUIREMENTS/RECOMMENDATIONS:

Potential occupational exposure risks to bloodborne pathogens exist. Increased risk for exposure to and possible transmission of vaccine-preventable diseases/Tuberculosis

The following Immunizations are required by the Health District:

Hepatitis B series (documentation of 3 doses). Unimmunized new employees must complete a 3-dose series and post-vaccination test showing immunity. If test result is negative, up to 3 additional doses of vaccine may be required.

MMR (2 doses, reliable hx of disease, or evidence of immunity to chickenpox)

Td (complete series with 1 booster dose every 10 years).

Mantoux tests are required on employment, annually, intervals based on degree of risk, post exposure, or if symptomatic. If symptomatic, will be referred for chest x-ray.

Recommended:

Influenza (1 dose annually)

Pneumococcal (1 dose for persons 65 and older)

MINIMAL QUALIFICATIONS:

1. High School Diploma or equivalent.

2. Current valid certification as a Medical Assistant.
3. One year of experience as a Medical Assistant and receptionist in a healthcare setting.

NOTE: Level II may be an entry level or level of promotion.

Entrance levels for new employees are based on education, years of experience, position to be filled, and current budget for the year.

Promotions are based on increased job responsibilities and job performance (merit increases) in relation to longevity of service.

I have read and understand the contents of my job description. I have received a copy of my job description.

Signature of Employee

Date

g. The Director, Director of Nurses (DON), and Chief Financial Officer (CFO) are responsible for design, implementation, and monitoring of the HTW Program budget. The Director and DON will design the budget by estimating the amount of funds needed to operate two clinics and provide services to eligible clients based on past experience providing Women's Health and Family Planning services. The target number of clients is communicated to the clerical staff, billing clerk, and nursing staff. All staff is involved in ensuring the numbers are obtained. The approved budget will be implemented on July 1, 2016. The DON is responsible for working with the billing clerk to discuss expenditure procedures for purchasing, invoicing, accountability, and monitoring to ensure the program stays within the budget. They will discuss with the CFO the procedures for submitting required documents for inclusion in monthly vouchers. It is the responsibility of the CFO to keep the DON informed of up to date program income and award amounts so adjustments can be made accordingly. The DON and CFO will carefully monitor reimbursements and expenditures to ensure the Health District is able to continue to provide services throughout the contract term. The DON will monitor spending activities monthly with the help of the billing clerk who is also the purchasing agent. The billing clerk provides the DON with a monthly report of all clients seen in clinic, as well as a weekly report on the amount of funds spent. A spreadsheet is utilized to keep track of all expenditures in clinics. Expenditures to be tracked include office supplies, clinic supplies, pharmaceuticals, and LARCs. The CFO is responsible for providing the DON with monthly financial reports so that they are aware of revenue versus expenditures in the program. The CFO is responsible for monitoring program income, submitting vouchers, and all financial reports when required.

The DON performs evaluation of the results of all activities, plans, processes, and programs, compares with the intended results, and makes necessary adjustments to ensure objectives are met prior to end of the contract period. The DON completes and submits all required program specific reports. The DON, CFO and billing clerk will maintain regular communication with regard to all aspects of the budget to be able to ensure continuation of clinics and maintenance of staff.

Quality Assurance/Quality Improvement

QA/QI management and processes utilized to monitor services

The Health District has a Quality Assurance/Quality Improvement (QA/QI) Plan that

guides the QA/QI activities conducted in Health District clinics. The QA/QI plan and policies were written and are updated by members of the QA/QI Committee, and is managed by the Director of Nurses (DON). The QA/QI plan provides detailed information as to the activities required, with criteria, instructions and evaluation formats related to clinical, personnel, and medical records. The DON is responsible for all QA/QI activities, and assigns QA/QI responsibilities to Health District staff, which report findings to the DON as the activities are performed. Documentation of all QA/QI activities is maintained in a QA/QI Results Manual located in the DON's office. The DON maintains a database to assist with timelines and due dates for the year. A QA/QI calendar of activities is maintained by the DON that lists all QA/QI activities by the month they are to be performed and is utilized by staff performing the activities. A QA/QI checklist is also utilized to ensure all QA/QI activities are completed.

The staff who conduct QA/QI activities are the Health Authority/Medical Director (a Board Certified Family Practice licensed physician), Nurse Practitioners (certified in their specialty), licensed healthcare professional - Registered Nurses and Licensed Vocational Nurses, Certified Medical Assistants, experienced frontline clerks who have years of experience in service provision, and the DON (who is a Women's Health Nurse Practitioner).

QA/QI Committee

The Health District has a QA/QI Committee that serves as an oversight body to ensure that quality services are provided in the most cost effective, efficient, standardized manner and that minimizes the agency's liability risk. The QA/QI Committee meets quarterly, or more often if needed. The QA/QI Committee reviews the QA/QI plan annually and makes any necessary changes to ensure that elements of the plan are consistent with program requirements. The QA/QI Committee assesses outcomes and goals and make decisions regarding quality improvement actions to be taken based on analysis of the data collected. The DON conducts the quarterly QA/QI Committee meetings, is responsible for developing the agenda, coordinates and schedules the meetings, and maintains documentation of the QA/QI Committee meeting minutes. It is the responsibility of the DON to carry out the recommendations of the QA/QI Committee.

Members of the QA/QI Committee are: Health Authority/Medical Director, DON, Director, designated nursing staff, a representative from Women Infants and Children (WIC) program, and a clerical representative. The Director's role is to be aware of issues that may impact funding, issues requiring their interaction, and be available to ensure that administrative issues are resolved. The Director is also responsible for approving administrative and personnel policies.

The WIC representative reports on WIC QA/QI activities and issues that relate to WIC services. They are responsible for keeping the WIC Director informed of committee findings and direction. They work with the WIC Director regarding the oversight of the personnel who are conducting ongoing reviews (self-audits) and reports on corrected/not corrected issues. The WIC Director is responsible to ensure that findings are identified and corrected. The designated nursing staff is responsible for reporting on clinical nursing issues related to client satisfaction, quality care issues, record review results, and staff/client safety issues. The clerical representative reports on issues regarding records, and any identified problems with the overall record keeping system.

Results of QA/QI activities are discussed in staff meetings, disseminated via memos, and reviewed in quarterly QA/QI meetings. The DON is responsible for reviewing findings of record reviews and observations of staff/client interactions. An action plan is developed and overall service provision is reviewed and revised according to QA/QI findings. The DON conducts any follow up of the corrected or revised action plan to ensure findings were corrected and services improved. The DON ensures that all complaints are tracked and maintained for all programs. The DON ensures that corrective actions are identified for any

findings, and brings to the committee issues that have not been resolved to obtain administrative direction and recommendations. Recommendations from the committee may result in new departmental policies, revision of existing policies, enhanced quality management reviews, revisions to the existing quality management program, and staff training to inform of program requirements to enhance quality of service provision. Committee recommendations are carried out by the DON and key staff. The DON provides committee members with reports from the pharmacist regarding recommendations or findings from pharmacy site visits.

QA/QI Activities/Staff Responsible

The Health Authority/Medical Director works closely with the Division Directors, and is responsible for the physician role in sexually transmitted disease clinic, resource and direction for resolution of communicable and vaccine preventable diseases occurring in Bell County, is responsible for the administration of State, Federal, and local laws relating to public health within the Health District, and determines the direction of all primary programs. The Health Authority/Medical Director is responsible for Nurse Practitioner oversight, reviews all clinic issues with regards to licensed staff, and guides the clinical aspects of the Medical/Nursing Division. The Health Authority/Medical Director participates in the QA/QI aspect of care to include, monthly review of 20 medical records, annual review and approval of policies and procedures, annual review and approval of standing delegation orders (SDO's) and Protocols, approval of any changes to policies or SDOs, Nurse Practitioner evaluations, and is a member of the QA/QI Committee.

The DON trains designated staff on how to perform the QA/QI activity and imparts responsibility to complete the activities to them. The DON is responsible to ensure all licenses, certificates, credentials, inspections, evaluations, in-services, contracts, staff development, and trainings are kept up to date. The DON is responsible for assuring that the licenses are renewed for: each pharmacy, the pharmacist, the Health Authority/Medical Director, and all nursing personnel. The DON ensures that CLIA certificate is in date, and liability insurance is renewed for the Health Authority/Medical Director and all nursing personnel. The DON is responsible to see that the Nurse Practitioners receive quarterly evaluation of their Wet Mount skills, staff is CPR trained and maintains certification, and the pharmacy in-service is conducted. The DON ensures that Tubal Ligation and pharmacist contracts are renewed annually. The DON conducts annual employee evaluations.

SDO's are currently in place for Bacterial Meningitis, Contraceptive Refill Visits, Emergency/Safety/Preparedness, Family Planning Education/Counseling, Immune Globulin, Immunizations, Influenza/Pneumococcal, Nurse Practitioner Protocol, Rabies, Smallpox, and Sexually Transmitted Diseases. The DON is responsible for ensuring Protocols and standing delegation orders (SDO's) remain up to date. Standing delegation orders are signed and updated annually by the Health Authority/Medical Director and nursing staff. New signature sheets are signed at each annual review. When revisions occur to any protocol or SDO, staff is trained and is required to sign that they are aware of and will comply with the revisions. Policies, procedures, protocols are updated by the DON whenever changes are made to the program manuals, or when a need for policy or procedure change is identified. Policy and Procedure changes are sent to staff via memo or through staff meetings.

The DON is responsible for staff development and conducts an annual staff development survey. Training needs are determined based on the staff development surveys. They are responsible for the credentialing process and to report on these areas. The DON conducts annual trainings on Bloodborne Pathogens/Infection Control, Medicaid/Medicare Compliance, HIPAA, Laboratory Procedures/CLIA, Resisting Sexual Coercion/Abuse Recognition/Reporting Policies and Practices, Limited English Proficiency, Nondiscrimination, Emergency Procedures, Family Involvement, Freedom of Choice,

Human Trafficking, Random Moment Time Study, and Research.

The Nurse Practitioners conduct research and provide up-to-date resources when developing and/or revising SDO's and protocols. Nurse Practitioners provide input from continuing education activities and peer-reviewed journal articles to ensure the NP protocols remain up to practice standards.

The designated licensed nursing personnel and clerical staff in each office are responsible for conducting the following QA/QI activities: Monthly record audits for all programs (Eligibility/Billing review done quarterly), Annual site evaluations, Client Satisfaction Surveys, Clinic Site Evaluations, Bloodborne Pathogen Clinic Evaluation, Fire Drills, Emergency Response Evaluations, and Clinic Flow Analyses. The nurses are responsible to see that buildings and Fire equipment are inspected at appropriate times, microscopes are inspected and maintained, Pharmacy site evaluations are conducted quarterly, and that site visit documentation is complete and accurate. Observation of staff/client interactions is conducted annually by supervisors of all nursing staff in clinical areas.

Monitoring data is reported to the DON as scheduled activities occur (record review, site reviews, client surveys, site surveys, evaluations, drills). Monitoring results, and all actions taken, are reported to the QA/QI Committee by the DON at the quarterly meetings. All medical record reviews that identify findings have an identified corrective action needed. The finding is discussed with staff that is responsible to ensure that it is corrected. The subsequent record reviews should identify if the issue is resolved. If there are continued problems, the DON develops a corrective action plan based on the results (staff meeting, formal training, or counseling session).

Client satisfaction surveys

Client satisfaction surveys are conducted annually to determine patient satisfaction and perception of health services received. The information obtained from the surveys is used to promote changes within the Health District's health care delivery system to enhance safety, program quality, and client satisfaction/utilization of services. Personnel in each office are designated to conduct the surveys. Surveys are provided to clients during a Family Planning, contraceptive refill visit, and pregnancy test visit during the month of September of each year. The results are compiled and submitted to the DON, then they are reviewed and presented to the QA/QI committee. Survey results and client comments are discussed at QA/QI meetings, and may result in changes made to procedures or facilities.

Adverse Outcomes

The system utilized to identify and monitor adverse outcomes requires thorough documentation of events resulting in adverse outcomes to include clear descriptions of the incidents, involved persons, and pertinent information related to the incidents. A consultative meeting composed of the DON, Health Authority/Medical Director, and involved personnel occurs. Dependent upon findings of the review committee, the following actions could occur: new departmental policies, revision of existing policies, enhanced quality management reviews, revisions to existing quality management program, and staff training to inform staff of program requirements to enhance quality of service provision.

Development and Revision of Standing Delegation Orders and Protocols

The Medical Director and DON are responsible to ensure that all protocols and standing delegation orders are up to date and signed. New protocols are developed based on need in the appropriate program. Research is done utilizing nationally recognized publications on the needed topic by the DON or Nurse Practitioner. The Nurse Practitioners conduct research and provide up-to-date resources when developing and/or revising SDO's and protocols. Nurse Practitioners provide input from continuing education activities and

peer-reviewed journal articles to ensure the NP protocols remain up to practice standards. The following guidelines are utilized when developing protocols: American Cancer Society Guidelines for Cervical Screening, American College of Obstetricians and Gynecologists, CDC-Quality Family Planning Guidelines, CDC-Medical Eligibility Criteria for Contraceptive Use, American Society for Colposcopy and Cervical Pathology, CDC STD Treatment Guidelines, Guidelines for Male Reproductive Health Services, and DSHS Standards for Public Health Clinic Services.

MONTH	RESPONSIBLE PERSON	QA/QI ACTIVITIES 2016
JANUARY		
Fire Extinguisher Check	Designated staff	Monthly Record Reviews (all months)
	Charlsie	CSS TIME AND INVOICE DUE 1ST OF EACH MONTH
	Chelo	Counselor Health Educator Performance Assessment Due
	Chelo	Medical Director Evaluation
	Chelo	QA/QI Committee meeting
	Chelo	FPAR
	Maria	Pharmacy Site Visit - T & K
	Chelo	Post OSHA forms in clinics/do summary for Epi manual
FEBRUARY		
Fire Extinguisher Check	Maria	Pharmacy nursing staff in-service due
	Maria	Pharmacy Site Visit - T & K
	Carol	Temple Fire Equipment Inspection due 2/14 - 778-2041
	Chelo/Robyn	Wet Mount Evaluations
MARCH		
Fire Extinguisher Check	Annette/Carol	Exposure Control Clinic Assessment - T & K
	Chelo	CLIA recertification 2018
	Annette	Killeen Fire Alarm Permit Due - (501-6584 Norma)
	Annette	Killeen Fire Building Inspection due - Annette (907 Jasper)
	Maria	Pharmacy Site Visit - T & K
APRIL		
Fire Extinguisher Check	Kathy	Immunization in-service
	Chelo	QA/QI Committee meeting
	Chelo	Prescriptive Authority Agreement renewal
MAY		
Fire Extinguisher Check	Chelo	CPR Recertification for all nursing personnel (Due 2016)
	Annette/Carol	Lab Personnel Evaluations - T & K
	Maria	Pharmacy Site Visit - T & K
	Chelo	Staff Development Needs Assessment
	Chelo/Robyn	Wet Mount Evaluations
	Chelo	Killeen Pharmacy license renewal due June 2016
JUNE		
Fire Extinguisher Check	Maria	Pharmacy Site Visit - T & K
	Annette/Carol	Centrifuge Microscope Maint - Glenn at 254-776-2121
	Annette/Carol	Eligibility Evaluations
	Annette/Carol	Fire Drill - T & K
	Chelo	Killeen Pharmacy license renewal due
	Dr. Smith	NP Evaluations
	Chelo	PERSONNEL Evaluations

JULY		
Fire Extinguisher Check	Chelo/Dr. Smith	Update SDO's/Program Manuals/MOUs
	Annette/Carol	Annual Site Evaluation - T & K
	Chelo	QA/QI Committee meeting
	Maria	Pharmacy Therapeutics Meeting due - T & K
	Maria	Pharmacy Site Visit - T & K
AUGUST		
Fire Extinguisher Check	All nursing staff	Operation Manuals Review Due - all nursing staff
	Chelo	ANNUAL TRAININGS - Adjust sick and annual leave
	Chelo/Robyn	Wet Mount Evaluations
	Carol	Temple Fire Department Building Inspection - 298-5682
	Maria	Pharmacy Site Visit - T & K
SEPTEMBER		
Fire Extinguisher Check	Annette/Carol	Client Satisfaction/Health Service Profile Survey Due (#50)
	Maria	Pharmacy Site Visit - T & K
	Annette	Killeen Fire Equipment /Alarm Inspection Due - 254-778-2041
OCTOBER		
Fire Extinguisher Check	Annette/Carol	Emergency Response Evaluation - T & K
	Chelo	QA/QI Committee meeting
	Maria	Pharmacy Site Visit - T & K
NOVEMBER		
Fire Extinguisher Check	Maria	Pharmacist license expires 12/16
	Maria	Pharmacy Site Visit - T & K
	Chelo/Robyn	Wet Mount Evaluations
	Chelo	TEMPLE PHARM LIC RENEWAL DUE NEXT MONTH
	Chelo	Pharmacy contract renewal T & K
DECEMBER		
Fire Extinguisher Check	Annette/Carol	Fire Drill - T & K
	Annette/Carol	Microscope and Centrifuge Maintenance Glenn at 254-776-2121
	Chelo	TEMPLE PHARM LIC RENEWAL DUE
	Annette/Carol	Clinic Flow Analysis T & K
	Maria	Pharmacy Site Visit - T & K

Professional Development:

a. The Health District is the point of entry into the healthcare system for many clients, and it is important that clients are treated with respect and dignity. A client who receives poor care due to a lack of sensitivity is at risk of developing mistrust towards the healthcare system or community in general. Mistrust can turn these clients away from seeking care, causing them to wait until the need for emergency services arises. This puts an undue burden on the system. The Health District wants to ensure staff is trained appropriately in order to meet the needs of all clients. The Health District has a comprehensive orientation program for all new employees. There is a Nurse Orientation Manual that provides new nursing staff with tools to learn their job with respect to clinical skills, teaching skills, standing delegation orders (SDO's), Protocols, Procedures, use of the Electronic Health Record (EHR), and administrative responsibilities. They also are assigned a mentor that ensures the new nurse/CMA is trained adequately. The orientation plan focuses on required trainings, shadowing, and examples of client counseling, education and documentation. There are check-offs to document every stage of training, these are reviewed weekly by the

mentor, and training is usually complete after six months of employment. Staff is not allowed to function independently until they are checked off in all areas.

Required trainings include nursing skills, Medicare/Medicaid compliance, Sexual Coercion/Abuse Recognition/Reporting, Limited English Proficiency, Nondiscrimination, Human Trafficking, HIPAA, Emergency, Safety, Preparedness Procedures, Title X, RMTS, Freedom of Choice, and Research. Additionally, staff is trained on cultural diversity and sensitivity. Examples of trainings include Cultural Competence, Enhancing Client-Centered Communication through Cultural Competence, and Defining Cultural Competence. The Health District provides these trainings to ensure services are provided without bias towards race, creed, gender, disability, age, religion, or sexual preference. Staff is trained to be aware of their own biases when providing care as they may influence the filter through which they view others.

The Nurse Practitioners keep abreast of current guidelines regarding Women's Healthcare and any new information is communicated to the staff and changes are made in protocols, standing delegation orders, policies/procedures, and routine care of patients. SDO's and Program Manuals are updated yearly or more often as needed by the Director of Nurses (DON) and Health Authority/Medical Director. Nurses performing patient interviews are observed regularly to ensure that they are performing consistent with current standards.

Trainings and updates are provided by staff meetings, webinars, and memos. Presentations done by an outside trainer are the most effective, but are the most costly. Webinars are less expensive and can be done more frequently. These are available both at set times and on demand. Cardea, CDC, and California Family Health Council are among those that have programs available, but some require a fee. There are also online resources that can be downloaded, printed, and disseminated to staff by memo or discussed in a staff meeting.

The Health District would like to provide more and different trainings for staff, and there are agencies that have excellent trainings which have previously been difficult to access due to lack of funding. Additional funding will help the Health District provide these trainings.

b. Staff who will attend HHSC required trainings is the Director of Nurses and all licensed nursing staff. Depending on where the trainings are held, length of training, and clinic schedules, staff may attend in person or remotely. The Director of Nurses will attempt to attend all trainings in person. Depending on the subject matter of the training, additional staff, such as billing or clerical will attend either in person or remotely. Clinic schedules will be adjusted accordingly to allow for the participation of required personnel.

Recruitment:

The Health District is active in recruiting eligible candidates for Texas Women's Health Program (TWHP) and has been since its inception. The Health District will continue its recruiting efforts for Health Texas Women (HTW). Staff screens all clients who call or present for services regarding TWHP eligibility. Clients who screen potentially eligible are encouraged to apply for the program. Staff explains the methods of applying by paper or electronically, and informs clients that they can come to the clinic for assistance. A computer is available for clients to use, and staff will assist them with the application process. The client is seen regardless of their approval status to expedite entry into care. Recruiting efforts also include informing clients about TWHP who present for Sexually Transmitted Disease testing and treatment. The nursing staff and clerks educate the clients regarding available services and importance of applying if potentially eligible.

The Health District employs an Outreach Educator that provides presentations to students, community groups (Rotary Club, Tribal Council, NAACP, Masons), Veteran's

groups, churches, Boys and Girls Club, jails, detention centers, pregnancy centers, colleges, teen clubs, homeless shelters, battered women's shelters, school nurses, advisory committees, drug rehabs, Health District WIC staff, and Health District nursing staff. They provide information on TWHP, the application process, and available services. The Outreach Educator also provides information on all Health District services, and specifically Immunization information (the Educator is partially funded by the Immunization Program). The Outreach Educator also attends Health Fairs where printed information on TWHP is provided. Information is provided to local businesses on TWHP and Health District services and is replenished as needed.

All Health District staff will be educated and updated on the new HTW program, especially regarding the modified eligibility and expanded service package. Staff will explain the new HTW program to current clients, including information about the start date and how their benefits will change. Former TWHP clients who are overdue for their annual exam will be contacted to inform them about the new HTW program.

The Health District would like to hire a dedicated Outreach/In-reach Coordinator (OIC), who will function in the role of organizing all efforts related to Healthy Texas Women and Family Planning. They will work with the current Outreach Educator to provide outreach and in-reach activities. The OIC will be responsible for all in-reach activities including staff training, professional development, client education, advertising, electronic health record (EHR) blasts, press releases, and social media efforts. The Health District will provide the Coordinator with the materials needed for these efforts. This may include office supplies, advertising costs, and education materials. The OIC will adjust schedules for trainings and EHR associated activities. The OIC will monitor staff performance to ensure staff is recruiting correctly.

Long-Acting Reversible Contraception (LARC) Usage

a. The Health District currently provides all available Long-Acting Reversible Contraception (LARC) methods-Mirena, Liletta, Skyla, ParaGard, and Nexplanon- at each clinic site (Temple and Killeen). The Health District will continue to provide this service in both clinics. The Nurse Practitioners are trained to insert and remove each of the LARCs and do so on a regular basis.

b. The Health District nursing staff provides information about LARC methods to all TWHP and Family Planning clients. The information provided includes risks, benefits, side effects, mechanism of action, insertion/removal procedures, and contraceptive alternatives. Written information is also provided. The nursing staff reviews criteria for LARC candidacy with all clients. The nursing staff ensures clients understand that if they have a LARC inserted, they can have it removed whenever they desire. When a client decides on a LARC for their method, staff goes over all information verbally with the client. They discuss possible side effects several times prior to placement. The client learns about possible side effects during the annual exam nurse interview, during the exam with Nurse Practitioner, in post counseling, and then with the nurse at placement check-in to ensure full understanding prior to the procedure. Clients are encouraged to speak with nursing staff regarding side effects they experience after placement. Nurses will return calls within 24 hours. Nursing staff is trained on how to help clients manage side effects, and triage to the Nurse Practitioner as appropriate. Clients are educated on those side effects that require emergency intervention. The Health District has a 24-hour answering service.

The Outreach Educator provides LARC written information at school outreaches, community group presentations, and Health Fairs. They discuss LARCs during presentations, and provide information on how to obtain an appointment at the Health District. LARC information can be disseminated through the Health District's Facebook page, Electronic Health Record (EHR) "blasts", and other social media outlets. These

different approaches work together to increase awareness and knowledge in the priority population, which will increase utilization.

Utilization of LARCs with TWHP clients is currently at 25%, and has increased over the last several years among these clients. One of the reasons for increased utilization is that clients used to be referred to a local hospital for placement, and now LARCs are placed on site. The Health District promotes these methods to clients and keeps them readily available. Each type of intrauterine device and contraceptive implant is kept in stock so that same day insertion is available for appropriate clients opting to use these methods. The ability for the client to receive same day LARC insertion reduces the risk of unintended pregnancies. The Health District will work to increase awareness and usage of LARC methods by ensuring all clients are informed about LARCs in clinics, during outreach presentations, through EHR blasts, and through social media messages.

c. Several companies offer LARC counseling trainings to educate nursing staff. The University of California at San Francisco with The Bixby Center for Global Reproductive Health provides LARC training online and onsite. The training teaches staff ways to blend counseling for IUDs and the contraceptive implant into routine contraceptive education. Training is also available through sites such as Johns Hopkins and California Family Health Council. Fact sheets and information are available through Cardea, CDC, Association of Reproductive Health Professionals and others. Representatives from the LARC manufacturers provide training to Health District staff about their devices. They are the subject matter experts and it provides an opportunity for staff to ask questions and increase their understanding of the methods. Staff meetings will be utilized to train and keep staff up to date on LARC information pertinent to selection criteria, counseling, placement, management of side effects, and removal of the methods.

FORM I: WORK PLAN**Program Component A****Program Administration and Management****Goals: Provide Family Planning Services to Eligible Population**

Objectives	Activities	Measurement	Staff Responsible	Completion Date
By the end of the contract term, the Health District will provide services to 550 Healthy Texas Women (HTW) clients through the Fee For Service portion of the program and 200 clients through presumptive eligibility for HTW.	1. Provide information regarding reproductive anatomy and physiology, the value of family planning in promoting individual and family health, HIV prevention, breast exam, and other health promotion practices.	Medical Record Reviews Nurse and Nurse Practitioner Performance Observations	Nursing Staff	Beginning July 1, 2016 and continuing until end of contract August 31, 2017.
	2. Explain range of available services through HTW, including purpose and sequence within the clinic.	Nurse and Nurse Practitioner Performance Observations	Nursing Staff	All activities are done at client encounters, and continued on an ongoing basis until the end of the contract (August 31, 2017).
	3. Provide education & information to ensure the client has the appropriate knowledge to make an informed choice regarding contraception and can use the selected method correctly.	Client Satisfaction Surveys; Nurse and Nurse Practitioner Performance Observations	Nursing Staff	
	4. Obtain a medical, gynecological, obstetrical, contraceptive, sexual, and family/social history.	Medical Record Reviews	Nursing Staff	
	5. Perform a physical exam and appropriate lab procedures.	Medical Record Reviews	Nurse Practitioners Nursing Staff	
	6. Provide appropriate contraception.	Medical Record Reviews	Nurse Practitioners Nursing Staff	
	7. Make appropriate referrals for problems.	Review of EMR regarding referrals	Nurse Practitioners	

FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement				
Goals: Improve the Quality Assurance/Quality Improvement Program Within the Health District				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Improve communication between management and staff concerning quality assurance issues.	1. Train staff on the QA/QI process.	Staff meeting agendas and sign in sheets	Director of Nurses	July 2016
	2. Train staff regarding non-punitive nature of QA/QI process and that communication of errors and corrective measures is strictly for learning and quality improvement purposes.	Staff meeting agendas and sign in sheets	Director of Nurses	July 2016
	3. Discuss with staff regarding errors found on record review and necessary corrections via one-on-one counseling, staff meetings, and staff memos.	Program Record Review tools; Staff meeting agendas and sign in sheets; Staff memos	Director of Nurses	Monthly
	4. Provide staff with additional training in problem areas based on continued errors or trends identified.	Staff meeting agendas and sign in sheets	Director of Nurses	As needed
	5. Conduct QA/QI committee meetings quarterly and report persistent findings to obtain recommendations from the committee.	QA/QI Committee Meeting Minutes	Director of Nurses	Quarterly <u>Quarterly QA/QI Committee Meetings</u> July 2016 October 2016 January 2016 April 2017 July 2017

FORM I: WORK PLAN

**Program Component C
Professional Development**

Goals: Ensure Health Care Professionals Provide Healthy Texas Women Services Competently and With Sensitivity to Diverse Client Cultures

Objectives	Activities	Measurement	Staff Responsible	Completion Date
Provide Nursing Staff with training related to diverse client cultures at least quarterly.	1. Cultural competence training.	Staff meeting agendas and sign in sheets	Director of Nurses	September 2016
	2. Working with LGBTQ clients training.	Staff meeting agendas and sign in sheets	Director of Nurses	December 2016
	3. Working with clients with disabilities training.	Staff meeting agendas and sign in sheets	Director of Nurses	March 2017
	4. Alternative therapies training.	Staff meeting agendas and sign in sheets	Director of Nurses	June 2017

FORM I: WORK PLAN**Program Component D
Recruitment****Goals: Ensure Outreach is provided to the Priority Population**

Objectives	Activities	Measurement	Staff Responsible	Completion Date
Outreach Educator will provide at least 10 presentations to promote Healthy Texas Women (HTW) within Bell County by the end of the contract term.	1. Review current education program content and revise specifically for Healthy Texas Women education and information.	Outreach Education Manual	Outreach Educator	July 15, 2016
	2. Update contact information for agencies, community groups, and schools.	Contact List	Outreach Educator	July 15, 2016
	3. Contact agencies, community groups, and schools to arrange presentations.	Contact List	Outreach Educator	July 31, 2016
	4. Formulate a calendar based on results of contacts with agencies, community groups, and schools.	Calendar of Activities	Outreach Educator	July 31, 2016
	5. Conduct presentations, providing information to participants regarding HTW, adapting each individual presentation according to the specific audience.	Sign in sheets; Pre/Post Tests	Outreach Educator	Ongoing beginning August 1, 2016 (see Form M-1)
	6. Periodically review educational materials and update when revised by HHSC.	Packet of information for presentations	Outreach Educator	January 2017
	7. Update contact information, maintain database for monitoring of local education activities, and add presentations as the schedule allows.	Contact List	Outreach Educator	August 31, 2017

FORM I: WORK PLAN**Program Component E
LARC Usage****Goals: Increase Utilization of LARCs with the Priority Population**

Objectives	Activities	Measurement	Staff Responsible	Completion Date
Ensure LARCs are readily available to the priority population.	1. Train staff on the importance of providing clients with LARCs as soon as possible (walk-in or same day when appropriate).	Staff meeting agendas and sign in sheets	Director of Nurses	July 2016
	2. Ensure adequate appointment times are available on procedure days for LARC placement.	Clinic schedule	Nurse Practitioners	July 2016 – August 2017
	3. Ensure patients are provided LARCs on walk-in or same day basis when appropriate.	Client records LARC logs	Nursing Staff and Nurse Practitioners	July 2016 – August 2017
	4. Ensure each clinic has “LARC kits” (containing all supplies necessary for LARC placement) facilitating the timely provision of LARCs to walk-in or same day clients.	Inventory	Nursing Staff	July 2016 – August 2017

FORM J: ASSESSMENT NARRATIVE

Legal Business Name of Respondent: **BELL COUNTY PUBLIC HEALTH DISTRICT****Part A**

Source of Assessment Data	Date of Each Assessment Source
DSHS – Health Facts Profiles	2013
DSHS – Birth Statistics for the State of Texas	2012
DSHS – Center for Health Statistics (Vital Statistics)	2013
U.S. Census Bureau – Quick Facts	2010 - 2014
The County Information Program, Texas Association of Counties	2013
City-Data.com	2013
DSHS – Potentially Preventable Hospitalizations	2013
HHSC Medicaid Enrollment by County	2012-2013
US Department of Health and Human Services, CDC Community Health Status Indicators	2010
County Health Rankings	2013, 2015, 2016
Texas Cancer Registry	2012
DSHS – Texas STD Surveillance Report	2014
DSHS – Texas HIV Annual Report	2014
CDC Texas Youth Risk Behavior Survey	2013
DSHS Center for Health Statistics Query	2012

Part B

1. Bell County is located in Central Texas, half way between Dallas and San Antonio, one hour north of Austin and is located in Health Services Region 7 (HSR7). Bell County is the home of Ft. Hood, the largest army base in the world, located adjacent to Killeen, the largest city in Bell County. Bell County is primarily urban with rural area towns. The county consists of approximately 1060 square miles and is surrounded by 27 other counties. Bell County ranks sixteenth in population among the 254 counties in Texas. The median age of the population is 30.5 years, with the largest percentage being between ages 15-44 years. Females make up 50.4% of the 326,917 people in Bell County. The ethnic breakdown of the population shows that whites comprise 49%, blacks 20%, Hispanics 23%, and other ethnicities 8%. Bell County has a high transient population because of the military base.

The per capita personal income is \$39,298 compared to the Texas average of \$42,638. In 2013, 15.1% of the population was living below poverty, with the number of persons at 48,151: 19,253 for those 0-17 years, and 28,898 for those 18 years and older. The unemployment rate in 2013 was 6.8% compared to the Texas rate of 6.2%. The average monthly Temporary Assistance for Needy Family (TANF) recipients was 1100, the average monthly Supplemental Nutrition Assistance Program (SNAP) was 42,051 (compared to 25,093 in 2008), the average monthly Children's Health Insurance Program (CHIP) enrollment was 4,793, and the unduplicated count of Medicaid clients totaled 39,409. In 2013, the percentage of people in Bell County who were uninsured was 18.9%. The top 3 occupations for females were office and support, sales and related occupations, and education, training and library occupations.

In 2013, Bell County had lower rates of stroke, heart disease; Tuberculosis, homicides, and motor vehicle accidents compared to Texas, but had higher rates of breast cancer, colon cancer, lung cancer, diabetes, infant and fetal deaths, suicide, influenza, and pneumonia. The health status of women and children residing in Bell County is consistent with that of Texas. The inadequacy of Prenatal care for whites was higher than all other ethnicities, but for those with no Prenatal care, it was even across white, black, and Hispanic women in Bell County. In 2012, there were only 113 women out of 6,215 births who did not have any Prenatal care. The

Bell County rate of onset of Prenatal care in 2013 in the first trimester was 72.3%, compared to the Texas rate of 62.5%. The 2013 county fertility rate was 86.2 in comparison to the Texas rate of 69.8. The pregnancy rate in Bell County for women age 15-44 was 98.9 (compared to 113.7 in 2008) and 81.1 for Texas. The 2013 pregnancy rate for females 13-17 was 14.7 (compared to 24.5 in 2008) for Bell County and 15.2 for Texas. In 2013, there were 123 births to mothers under age 17 in Bell County, out of a total of 6349 births. The county had 538 low birth weight births in 2013, with a rate of 8.5% (Texas rate was 8.3%). In 2013, there were 1100 confirmed cases of child abuse or neglect for newborn to age 17 in Bell County.

Key morbidity factors increasing the risk of premature death for Bell County residents include lack of exercise (26.5%), eating few fruits and vegetables (72.4%), obesity (26.6%), high blood pressure (20%), smoking (19%), excessive alcohol consumption (12%), and diabetes (11.7%). In 2013, there were 2,246 potentially preventable hospitalizations in Bell County for mostly congestive heart failure, diabetes, bacterial pneumonia, and COPD. The 2014 Bell County rate of Chlamydia infections of 1,173 is more than twice the Texas rate of 475. The county rate of Gonorrhea infections of 308.4 (down from 405 in 2008) is more than twice as high as the Texas rate of 127.7. The total Syphilis rate was 31.9 (compared to 9.7 in 2008). Bell County was ranked 15 out of 25 Texas counties with the highest HIV case numbers in 2014.

Key mortality indicators for Bell County in 2013 were heart disease, lung cancer, accidents, chronic lower respiratory disease, stroke, and Alzheimer's. In 2013, there were 44 infant deaths in Bell County and 2253 in Texas. The infant death rate for Bell County was 6.9 compared to Texas at 5.8. The 2013 maternal death rate for Bell County was 0.5 compared to the Texas rate of 0.3. In 2012, the mortality rate of breast cancer for Bell County was 19.7, and the Texas rate was 21.0. In 2012 there were 172 cases and 28 deaths in Bell County due to breast cancer. For the same year, there were 17 cases and no deaths in Bell County due to cervical cancer. There were 40 suicide deaths in 2013 in Bell County.

2. The high-priority population includes women, aged 15 to 44, at or below 200% of the Federal Poverty Level (FPL), U.S. citizen or eligible immigrant, and not pregnant. The geographic service area of the Health District is Bell County proper, which includes the cities of Killeen, Belton, Temple and surrounding small towns and rural areas. In 2013, the number of unduplicated clients in need of Medicaid supported services in Bell County was 39,409. In 2013, persons age 0-17 living in poverty comprised 21.5% of the population, with 9.6% being uninsured. The annual percent of births to adolescent mothers in Bell County in 2013 was 1.9%. Of the 6358 total Bell County births, 43% were to Hispanics and 25% to blacks. Preterm births accounted for 19% of all adolescent births in that year. In 2014, there were 37 cases of new HIV infection, 105 cases of Syphilis, 3385 cases of Chlamydia and 1015 cases of Gonorrhea in Bell County. In 2014, 74% of Chlamydia cases in Texas were among women, with Hispanic women having the highest rate, followed by black and then white women. In 2014, 70% of all reported Chlamydia cases (94,581), and 66% of Gonorrhea cases (16,840) were in females ages 15 to 24 years. An additional health concern for the adolescent population is obesity. The CDC 2013 Texas Youth risk Behavior Survey found that 16% of high school students were obese, and 17% did not participate in physical activity.

The Health District currently provides Title X Family Planning services as a subrecipient of Women's Health and Family Planning Association of Texas. The Health District provides comprehensive annual well-woman exams, gynecological problem management, pregnancy testing, and all birth control methods on site (including LARCs), with the exception of sterilizations. The Health District also provides Immunizations, Tuberculosis surveillance, STD testing and treatment, Disease Surveillance, and Environmental Health for the county. The

Health District has a full-time Outreach Educator who provides community education regarding Health District services, including information and recruitment for the Texas Women's Health Program, and primarily Immunization education to schools and community groups. The Outreach Educator provided 44 presentations to 3239 females between July 2014 and July 2015.

According to the Family Planning Annual Report (FPAR) for CY 2015, the Health District provided services to **2203** unduplicated female Title X clients. Of these women, **429** were Texas Women's Health Program clients, and **131** were on Medicaid/Medicaid Managed Care. The Health District provided Family Planning services to approximately **200** presumptively eligible clients that either did not complete the TWHP application process or were denied, and the Health District was not reimbursed. The majority of clients were at or below 100% poverty level (86%) and the next largest group was between 101-150% (17%). The majority of clients (96%) served by the Health District do not have alternative sources of payment, such as traditional Medicaid or insurance. Approximately 21% of clients were Spanish speaking. The adolescent population comprised approximately 12% of total clients served in Family Planning. Bell County female clients are 21% white, 29% black, 47% Hispanic, and 3% other ethnic groups.

3. The main gaps in resources and potential barriers to improving health status in Bell County for the priority population are: **a)** not enough providers in Bell County for women's health care, causing an inability to obtain an appointment in a reasonable amount of time. Clients report that they have difficulty getting into local Medicaid providers, as they are told they are not taking any new Medicaid or TWHP clients. The Health District does not turn away clients and sees them on a walk-in basis, often sending the client home with a LARC or other form of contraception at first encounter. The Health District has the potential to provide services to all clients seeking services. The Health District would like to be able to hire additional staff and add additional appointment times in order to accommodate the needs of those in the community seeking services. **b)** TWHP clients / potentially eligible clients do not fully understand the benefits of the program. The new Healthy Texas Women program covers many more services that the TWHP did not. The Health District will launch extensive in-reach efforts to inform current clients, and add to current community outreach efforts to inform and recruit HTW clients. **c)** Lack of transportation is an issue that was partly solved with the development of a limited public transportation system. The rural areas of Bell County still have no public transportation system. Health District clinic sites are located in client neighborhoods and within walking distance of public transportation stops. The Health District is flexible with respect to clients who have difficulty getting transportation to the clinic. The Health District understands the dilemma for these clients and does everything possible to see them as a walk-in when they can get a ride to the clinic. **d)** There is a lack of adequate referral resources for dental and mental care. There are 3 local free clinics that provide care for chronic health issues, and one provides dental exams by volunteer dentists. The local college sees clients in their dental hygiene program, but there still remain inadequate referral resources for dental care. Clients identified with mental health issues that are not severe, are referred to area counseling resources associated with colleges and universities; however, there are still inadequate resources available for clients who need medical management of their depression. **e)** Linguistic isolation is noted as a barrier according to the latest Community Health Assessment. This issue is addressed in Health District clinics with the availability of full and part-time interpreters and a phone interpreting service for languages other than Spanish.

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

**Legal Business Name of
Respondent:**

BELL COUNTY PUBLIC HEALTH DISTRICT

Clinic Site # 1 of 2

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

**Legal Business Name of
Respondent:**

BELL COUNTY PUBLIC HEALTH DISTRICT

Clinic Site # 2 of 2

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name of
Respondent:**

BELL COUNTY PUBLIC HEALTH DISTRICT

Clinic Site # 1 of 2

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name: Temple Clinic	
Street Address: 509 S. 9 th Street	Suite:
City: Temple	County: Bell
Zip Code: 76504	HSR: 7
Clinic APPOINTMENT Phone #: 254-778-4766	
Clinic PRIMARY Phone #: 254-778-4766	Fax: 254-778-2912
Service Area (<i>counties to be served</i>): Bell	
Contact Person: Chelo Elliott, RN, WHNP-BC	
Pharmacy License #: 7040	Class: D
TPI#: 088334001	NPI#: 1356399059
Submission date of Medicaid Application: 01/01/1977	
Subcontractor Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Mobile Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	7:00	12:00	12:00	4:30		
TUESDAY	7:00	12:00	12:00	4:30		
WEDNESDAY	7:00	12:00	12:00	4:30		
THURSDAY	7:00	12:00	12:00	4:30		
FRIDAY	7:00	11:00				
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	96		72			

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of
Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

Clinic Site # 2 of 2

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name: Killeen Clinic	
Street Address: 309 N. 2nd Street	Suite:
City: Killeen	County: Bell Zip Code: 76541 HSR: 7
Clinic APPOINTMENT Phone #: 254-526-8371	
Clinic PRIMARY Phone #: 254-526-8371	Fax: 254-526-5343
Service Area (<i>counties to be served</i>): Bell	
Contact Person: Chelo Elliott, RN, WHNP-BC	
Pharmacy License #: 26994 Class: D	
TPI#: 088334004 NPI#: 1669620159	
Submission date of Medicaid Application: 01/01/1977	
Subcontractor Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Mobile Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	7:00	12:00	12:00	4:30		
TUESDAY	7:00	12:00	12:00	4:30		
WEDNESDAY	7:00	12:00	12:00	4:30		
THURSDAY	7:00	12:00	12:00	4:30		
FRIDAY	7:00	11:00				
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	96		72			

FORM L: STAFF DEVELOPMENT PLAN

**Legal Business Name
of Respondent:**

BELL COUNTY PUBLIC HEALTH DISTRICT

1. The Director of Nurses (DON) is responsible for coordinating all staff development activities. The DON has provided Family Planning services for 16 years, 12 years as a Women's Health Nurse Practitioner.
2. Eligibility and billing staff will be trained on Healthy Texas Women (HTW) program eligibility by the DON. Eligibility staff performance is observed to ensure accuracy in determining and documenting client eligibility. Assessment tools are utilized to aid and document the evaluations. Record reviews are performed monthly to ensure eligibility is performed and documentation is in the client record per Health District policy. Billing on HTW clients will be done weekly to ensure timely submission of claims. The billing clerks currently utilize Ahlers Software programs to bill TWHF and Family Planning client encounters. Any new staff will be trained by Ahlers personnel. Ahlers personnel are available for technical assistance whenever necessary. The billing clerks have attended training by HHSC personnel on Medicaid billing requirements and how to read and reconcile the Remittance and Status Reports. Documentation of all trainings is maintained in the Quality Assurance/Quality Improvement (QA/QI) Results manual in the DON's office.
3. Training needs assessment for staff is performed annually utilizing a specific survey tool. The tool addresses professional and personal development (i.e. stress, attitudes, communication skills); medical skill development (i.e. skills related to primary programs and professional responsibilities); and administrative management (i.e. service provision, and quality assurance program). The tool includes a knowledge assessment related to specific programs such as Family Planning. The results of the needs assessment assist in formulating a staff development plan and drive the direction of staff trainings. The DON tallies the answers from staff development survey and formulates trainings on the most requested topics. The DON formulates a training calendar to assist in organizing and coordinating various required and/or needed trainings throughout the year.

Quality Management methodology provides valuable insight into quality of care provided by the Health District. Quality Management provides the basis by which professional, regulatory, and legal policies are decided, revised, and acted upon. Patient outcomes, patient surveys, site and medical record reviews; and nursing personnel evaluations directly impact changes instituted in the following areas: revision of medical records/record system; direction/provision of services; type and frequency of staff education/training; clinic routine; written procedures for tracking/follow-up; and community involvement. Examples of staff trainings conducted based on results of quality management activities are: a) Results of monthly chart audits are reported to the DON. Persistent errors are identified as a training need and the DON will conduct staff trainings to help improve staff performance. The DON may work with staff one-on-one or conduct staff meetings based on the extent of the problem. b) Client Satisfaction Survey results are utilized to identify client concerns, and trainings can be done to improve the client experience. The DON maintains documentation of training activities.
4. Nursing personnel are evaluated annually on an individual basis by the Director of Nurses according to written performance appraisals with clearly defined task statements and measurable performance standards. The evaluations are utilized as documentation of job performance to recommend promotion and/or salary increase. Evaluation meetings are utilized to counsel and teach nursing staff and encourage growth and development in the

nursing profession and as an employee of the Health District. Nursing personnel are evaluated on their education skills in addition to the overall employee performance. Additional skill checklists and observation of client interactions are performed annually. Emergency response skills are evaluated during emergency practice drills held twice a year. New nursing personnel are evaluated at 3-6 months (end of probationary period). Performance evaluations are then performed annually in August of each fiscal year. The Medical Director performs annual evaluations on the Nurse Practitioners utilizing an evaluation tool based on the nurse's advanced practice skills. Clerical staff is evaluated annually utilizing a written performance appraisal, as well as an additional eligibility and billing evaluation for those clerks who perform those duties. Evaluations are signed by the DON and employee and placed in their personnel file.

Results of staff evaluations and observations are utilized to determine staff training needs. The direction of training is based on needs expressed by personnel or deficiencies noted in either knowledge or clinical areas on reviews or observations. Training may consist of one-on-one sessions with an individual who shows a need for additional training, or an entire staff training session if the problem is staff-wide. In addition, when new objectives require clinical or counseling skills not possessed by staff, training will be provided.

FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR

**Legal Business Name
of Respondent:**

BELL COUNTY PUBLIC HEALTH DISTRICT

Date	Topic / Activity	Presenter	Location (select one)	
			Within Agency	Outside Training
July 2016	HTW Program Objectives, Policies & Procedures, Program Eligibility Screening, HTW application process, Explanation of Services; LARC availability and promotion (All Staff including Front Line Staff)	Chelo Elliott, DON	X	
August 2016	Annual Trainings: Bloodborne Pathogens, HIPAA Privacy and Security/Policies related to Patient Confidentiality, Limited English Proficiency, Medicaid/Medicare, Lab Procedures/CLIA, Sexual Coercion/Child Abuse Reporting, Human Trafficking, Nondiscrimination, Emergency Procedures / Protocols / Fire Extinguisher Training / Hazards Communication, Freedom of Choice, Research, Mother Friendly Worksite, Random Moment Time Study (All Staff) WHFPT Quarterly Provider Meeting (DON, Billing Clerk, Nurse)	Chelo Elliott, DON WHFPT Staff	X	 X
September 2016	Cultural competence (All Staff)	Chelo Elliott, DON	X	
October 2016	Providing counseling to minors on recognizing and resisting sexual coercion (Nursing Staff)	Chelo Elliott, DON	X	
November 2016	Family Violence & LARC practice guidelines (All Staff) WHFPT Quarterly Provider Meeting (DON, Billing Clerk, Nurse)	Chelo Elliott, DON WHFPT staff	X	X
December 2016	Working with LGBTQ clients (All Staff)	Chelo Elliott, DON	X	
January 2017	1) HTW Eligibility Screening and application procedures (Front Line Staff); Family Involvement (Nursing Staff); 2) Advanced Practice Symposium (Nurse Practitioners)	Chelo Elliott, DON Baylor Scott & White	X	 X
February 2017	Pharmacy In-service: Pharmacy Law Update/Ella (Nursing Staff) WHFPT Annual Conference (All Staff)	Maria Posey, Pharm.D. Various Presenters	X	X
March 2017	Working with clients with disabilities (All Staff)	Chelo Elliott, DON	X	
April 2017	Immunization Update (All Staff)	Kathy Carlisle, LVN	X	
May 2017	LARC practice guidelines (Nursing Staff) WHFPT Quarterly Provider Meeting (DON, Billing Clerk, Nurse)	Chelo Elliott, DON WHFPT staff	X	X
June 2017	Alternative therapies (Nursing Staff) AANP Conference (Nurse Practitioners)	Chelo Elliott, DON Various Presenters	X	X
July 2017	Adoption Counseling Training (All Staff)	Lifetime Adoption		X
August 2017	Preventing Burnout (All Staff) WHFPT Quarterly Provider Meeting (DON, Billing Clerk, Nurse)	Chelo Elliott, DON WHFPT staff	X	X

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

**Legal Business Name
of Respondent:**

BELL COUNTY PUBLIC HEALTH DISTRICT

1. The Health District's Community Education and Outreach Plan for FY17 includes providing a variety of health education classes and presentations to local agencies, schools, and community groups. These presentations will be planned with the intent to increase general understanding of the Healthy Texas Women (HTW) Program and the value of Family Planning services within the local community, enlist community support, and recruit new clientele for the HTW program. Health education will be provided to inform the community of health risks, health maintenance, and health promotion/disease prevention. Community education efforts will be based on the fact that half the population in Bell County is women; the County has a high pregnancy rate compared to the State rate, the highest Chlamydia rate and the second highest Gonorrhea rate in Texas.

The goals of the presentations will be to inform participants on basic Women's Health Services, Family Planning Services education and details about HTW (program specifics, eligibility criteria, and application process). Information will be provided on contraceptive use, method of action, side effects, risks, and benefits (including benefits of LARC's). The Educator will also include information on Reproductive Life Plan, cervical cancer screening, pelvic exams, breast cancer screening, high-risk teen issues, Sexually Transmitted Diseases, family violence, obesity, Hepatitis, Tuberculosis, and hygiene. The HTW and Health District pamphlets will be distributed in all presentations.

The Educator will provide community education to agencies, community groups, and schools in Bell County. Agencies will include, but will not be limited to, homeless shelters, crisis shelters for women and youth, juvenile detention centers, alternative school programs, teen parenting programs, local colleges, help centers, substance abuse centers, homeless shelters, and local churches. The Educator will participate in several health fairs throughout the year to disseminate HTW and Health District information and answer questions. The Educator has a relationship with all nine school districts in Bell County, and is in high demand to provide presentations. Presentations will be provided to community groups such as Rotary Clubs, NAACP, Masonic Lodge, Veteran's groups, and Boy's and Girl's Club. The Educator serves as a member of local school health advisory committees to identify and address teen health concerns through innovative outreach educational activities. Additional programmatic efforts will be directed at rural school districts in Bell County. The Educator will be responsible for maintaining documentation regarding dates, locations, identified populations/organizations, content of presentations, and evaluations.

The dates, locations, targeted groups, and presentation content will be developed throughout the fiscal year based on request, need, calendar events, and input from administration. The calendar for outreach and recruitment activities will include presentations to groups representative of the priority population. The topics will include, but will not be limited to, information about the HTW program, availability of Family Planning services, and contraception. The calendar of events/activities includes documentation of date, location, and content of presentation. The calendar will be developed by the end of July 2016 and will be ongoing throughout the year.

Presentation evaluations will be utilized to help monitor the effectiveness of presentation content and methods – changes will be made as needed. Participants attending presentations will be given post-presentation evaluation forms. Participants in presentations for Sexually Transmitted Diseases will be given pre and post-tests. Evaluation forms follow at the end of this section before the calendar.

2. The Health District will provide information regarding the HTW Program and the availability of Family Planning Services when conducting presentations to agencies and community groups. The Health District will enlist community support when conducting presentations by encouraging participants to tell their contacts about the HTW and Health District's services. The Educator will utilize the time after each presentation as a networking opportunity to increase contacts in the community for future presentations, and to provide additional information on the HTW and available services as needed. The Health District will employ media releases to disseminate information to the community regarding the HTW program and the availability of Family Planning and other Health District services. Media releases will be utilized to advertise upcoming events. The Health District will provide educational presentations at local schools. Teachers tell other teachers, and community participants tell their contacts in the community about the information provided during presentations. Word of mouth has been the best marketing and advertising tool to increase community knowledge of Health District services. The Educator is in high demand in the community and at schools to provide much needed information in presentation form.

The Health District will conduct collaboration and recruitment efforts with local free clinics that will refer clients to the Health District who are potentially eligible for HTW and other programs. The free clinics will provide HTW and Health District pamphlets and Health District contact information. These efforts will also occur at substance abuse centers, homeless shelters, health fairs, and WIC clinics where clients will receive information during outreach presentations. These clients will then hopefully be seen at Health District clinics for services. The nurses at high schools, community colleges, and universities will refer clients to the Health District for care. The nurses will provide information about HTW and Health District services in order to educate potentially eligible clients. The Health District will hold an annual health fair where vendors will be invited to provide information about their services. This health fair will be utilized by the Health District to provide HTW and Health District services information in an effort to recruit potential clients.

Collaboration efforts will also include the sharing of a state of the art videoconference room located in the Health District Administration Building. The room will enable the staff to communicate directly with medical and educational training centers throughout the nation to insure a competent and trained workforce is maintained. The Health District will allow other organizations to attend workshops hosted in the training room, as well as utilize the room for their meetings/trainings. As in-service training and educational requirements become increasingly complex and expensive, sharing the access and availability of these resources with other public health partners is of critical importance to ensure that members of the community are served by highly trained and qualified staff.

3. See Form M-1: FY 2017 Community Education/Program Promotion Calendar following the evaluation forms.

COMMUNITY EDUCATION / OUTREACH EVALUATION TOOLS

EVALUATION FORM

Topic: _____ **Date:** _____ **Location:** _____

Agency Requesting Presentation: _____ Presenter: _____

**Please evaluate the presentation using the following items.
Circle the number that best describes your opinion.**

	POOR				EXCELLENT
1. The speaker is knowledgeable about the subject.	1	2	3	4	5
2. New developments in the field were discussed.	1	2	3	4	5
3. The presentation was well prepared.	1	2	3	4	5
4. The material was explained clearly.	1	2	3	4	5
5. Class participation was encouraged.	1	2	3	4	5
6. The speaker was enthusiastic about the subject.	1	2	3	4	5

7. Was this a good topic? Yes or No If No, why not? _____

8. What areas of this program did you especially like? _____

9. What did you not like? _____

10. What other topics do you suggest? _____

11. Did audiovisual or handout materials enhance your understanding of the presentation?

THANK YOU FOR YOUR PARTICIPATION!

COMMUNITY EDUCATION / OUTREACH EVALUATION TOOLS

PRE – POST TEST

AGE:

CIRCLE ONE: MALE FEMALE

1. What is often the first sign of STDs in some males?

2. Do most females have signs of STDs? ____yes ____no
3. How are STDs spread? _____
4. State 2 things you should do if you think you might have an STD.
 - a. _____
 - b. _____
5. If you are under 18, can you be treated in Texas for STDs without your parents' knowledge or consent?
____yes ____no
6. List 3 ways to help prevent STDs.
 - a. _____
 - b. _____
 - c. _____
7. Name 3 possible warning signs of STDs.
 - a. _____
 - b. _____
 - c. _____
8. Where can someone who thinks he/she might have been exposed to an STD go for treatment?

9. Give 3 reasons why it is important to get your sex partners in for treatment if you have an STD.
- a. _____
- b. _____
- c. _____
10. Are most STDs curable? ____yes ____no
11. Once you have had an STD, is it possible to get it again? ____yes ____no
12. Give 3 examples of when you need to be examined for STDs.
- a. _____
- b. _____
- c. _____
13. Name 2 ways that someone who thinks they need treatment for an STD or who wants to get an STD checkup can find out where to go in their community.
- a. _____
- b. _____
14. If you are being treated for an STD, name two important things to do.
- a. _____
- b. _____
15. What is the most certain way to avoid getting an STD?

FORM M-1: COMMUNITY EDUCATION / PROGRAM PROMOTION CALENDAR 2016-2017

**Legal Business Name
of Respondent:**

BELL COUNTY PUBLIC HEALTH DISTRICT

Presentation Date	Topic	Presenter	Location
July 2016	Revise contact list for community groups, schools. Revise current education program content and revise specifically for Healthy Texas Women (HTW) education and information. Begin to schedule presentations to priority populations.	Nina Cobb, LVN, OIC	Belton office
August 2016	Presentations to nurses in local school districts advising of new HTW program, Health District services, Immunization schedules.	Nina Cobb, LVN, OIC	Temple ISD, Killeen ISD, Belton ISD, Salado ISD, Holland ISD, Academy ISD, Rogers ISD, Troy ISD Bartlett ISD
	Presentations in local schools regarding information on HTW, Reproductive Life Plan (RLP), pregnancy prevention, and Sexually Transmitted Diseases (STD's).	Nina Cobb, LVN, OIC	Temple ISD, Killeen ISD, Belton ISD, Salado ISD, Holland ISD, Academy ISD, Rogers ISD, Troy ISD Bartlett ISD
	Bell County Public Health District Annual Health Fair - provide information on Health District services, HTW program, Family Planning, RLP, STD's, HIV, Immunizations, obesity, Women's Health, and health screenings.	Health District Staff	Bell County Expo Center
	Presentation to WIC staff regarding new HTW program, Bloodborne Pathogens, Immunization schedules - distribute pamphlets.	Nina Cobb, LVN, OIC	Temple, Killeen, Copperas Cove, and Ft. Hood WIC sites

Bell County Public Health District

September 2016	Temple College and Central Texas College annual health fairs-disseminate information and materials on HTW program, Health District services, Women's Health and Family Planning services, contraception, LARC, STD's, and immunization information.	Nina Cobb, LVN, OIC	Temple College Central Texas College
	Presentations continue in local high schools regarding information on HTW program, Reproductive Life Plan (RLP), pregnancy prevention, and Sexually Transmitted Diseases (STD's).	Nina Cobb, LVN, OIC	Shoemaker HS, Killeen HS, Harker Heights HS, Ellison HS, Salado HS Temple HS, Belton HS
	Participate in School Health Advisory Committees-schedule on their agendas to discuss HTW program and Health District services.	Nina Cobb, LVN, OIC	Temple, Belton, & Killeen ISDs
October 2016	Presentation at teen parenting programs (PREP and Pathways programs) – facilities whose focus is to graduate pregnant teens and teen mothers; includes education on HTW program, Health District services, RLP, pregnancy prevention, LARCs, STD's, and Immunizations.	Nina Cobb, LVN, OIC	PREP in Temple Pathways in Killeen
	Schedule presentation at drug and alcohol rehabilitation center regarding information on HTW program, Women's Health and Family Planning services, Health District services, RLP, contraception, and STD's.	Nina Cobb, LVN, OIC	Christian Farms-Treehouse
November 2016	Presentation at Juvenile Detention Center - these youth may be eligible for HTW once they are released. Includes education on HTW program, Health District services, RLP, pregnancy prevention, LARCs, STD's, and Immunizations.	Nina Cobb, LVN, OIC	Bell County Juvenile Detention Center Juvenile Justice Alternative Center
	Presentation to Central Texas Youth Services Bureau staff and residents (troubled youth). Includes education on HTW program, Health District services, Women's Health and Family Planning services, RLP, pregnancy prevention, LARCs, STD's, and Immunizations.	Nina Cobb, LVN, OIC	Central Texas Youth Services Bureau
December 2016	Presentation to Hope Pregnancy Center regarding HTW program, Health District services, Women's Health and Family Planning services, RLP, contraception, LARCs, STD's, and Immunizations.	Nina Cobb, LVN, OIC	Hope Pregnancy Center
	Review and revise contact list as needed. Update and replenish materials.	Nina Cobb, LVN, OIC	Belton Office

Bell County Public Health District

January 2017	Presentation at Cedar Crest Drug Rehabilitation for Youth - teens here may be eligible for HTW after release. Includes education on HTW program, Health District services, Women's Health and Family Planning services, RLP, pregnancy prevention, LARCs, STD's, and Immunizations.	Nina Cobb, LVN, OIC	Cedar Crest Drug Rehabilitation for Youth
February 2017	Presentation at Feed My Sheep (food kitchen and clinic) regarding HTW program, Health District services, Women's Health and Family Planning services, RLP, contraception, LARCs, STD's, and Immunizations.	Nina Cobb, LVN, OIC	Feed My Sheep
March 2017	Presentations at area alternatives schools - education on HTW program, Health District services, Women's Health and Family Planning services, RLP, pregnancy prevention, LARCs, STD's, and Immunizations.	Nina Cobb, LVN, OIC	Edwards Academy, Gateway High School, Henry T. Waskow Leadership Academy
April 2017	Presentations through Communities in Schools, includes education on HTW program, Health District services, RLP, pregnancy prevention, STD's, obesity, hygiene, and Immunizations.	Nina Cobb, LVN, OIC	Various Middle & High Schools in Temple & Killeen
	Blooming Fest in Temple (local festival with various vendor booths) –provide information on HTW program and Health District services.	Nina Cobb, LVN, OIC	Temple
	Participate in University of Mary Hardin-Baylor Health Fair ("Health Quest"), bringing HTW brochures and information for students.	Nina Cobb, LVN, OIC	University of Mary Hardin-Baylor
May 2017	Girls Rock Health Fair for girls age 7 – 18; focus on empowering girls to take care of their health, improve self-esteem/self-worth; will provide materials on Health District services, HTW program, pregnancy prevention, hygiene, and Immunizations.	Nina Cobb, LVN, OIC	Temple Mall
June 2017	Set up booth at local teen clubs with materials available, including pamphlets for HTW program, Health District services, pregnancy prevention, STD's, and Immunizations.	Nina Cobb, LVN, OIC	Killeen
July 2017	Begin the process of reviewing contact lists for the next year. Revise and replenish materials as needed.	Nina Cobb, LVN, OIC	Belton Office

Bell County Public Health District

August 2017	Presentations to nurses in local school districts advising of new HTW program, Health District services, Immunization schedules.	Nina Cobb, LVN, OIC	Temple ISD, Killeen ISD, Belton ISD, Salado ISD, Holland ISD, Academy ISD, Rogers ISD, Troy ISD Bartlett ISD
	Presentations in local schools regarding information on HTW, Reproductive Life Plan (RLP), pregnancy prevention, and Sexually Transmitted Diseases (STD's).	Nina Cobb, LVN, OIC	Temple ISD, Killeen ISD, Belton ISD, Salado ISD, Holland ISD, Academy ISD, Rogers ISD, Troy ISD Bartlett ISD
	Bell County Public Health District Annual Health Fair - provide information on Health District services, HTW program, Family Planning, RLP, STD's, HIV, Immunizations, obesity, Women's Health, and health screenings.	Health District Staff	Bell County Expo Center
	Presentation to WIC staff regarding new HTW program, Bloodborne Pathogens, Immunization schedules - distribute pamphlets.	Nina Cobb, LVN, OIC	Temple, Killeen, Copperas Cove, and Ft. Hood WIC sites

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of
Respondent:

BELL COUNTY PUBLIC HEALTH DISTRICT

This certification pertains to the following billing or performing provider:

Provider Name Bell County Public Health District

Federal Tax ID Number 746000348

NPI Number Temple clinic – 1356399059; Killeen clinic - 1669620159

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 509 S. 9th Street

City/State/Zip Code Temple, Texas 76504

Telephone Number 254-778-4766

Provider's primary physical address:

Street Address 509 S. 9th Street

City/State/Zip Code Temple, Texas 76504

Telephone Number 254-778-4766

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example: taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Bonnie Scurzi. I am the provider or, if the provider is an organization, I am the provider's (title or position) Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.

☒ I affirm that this statement is true and correct.

2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.

☒ I affirm that this statement is true and correct.

3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.

☒ I affirm that this statement is true and correct.

4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:

a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;

b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;

c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;

d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

☒ I affirm that this statement is true and correct.

5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Bell County Public Health District

Effective Date of Certification _____ through 12/31/ _____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: Bonnie Scurzi

Title: Director

Date: _____

**SECTIONS
3, 4, & 5
Not
Applicable**

RFP No. 529-16-0094
BELL COUNTY PUBLIC HEALTH DISTRICT
HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN
SUMMARY

One HUB Subcontracting plan is submitted for Healthy Texas Women (HTW) Cost Reimbursement funding source RFP No. 529-16-0094. Both BCPHD clinic sites utilize the same funds, and are not different in geographical areas. Therefore, the HUB subcontracting opportunities are the same for both clinics. Searches were conducted to locate HUBs in Bell County. Those HUBs identified were sent letters via email. Delivery receipts were received for all emails sent, but only two businesses actually responded to the solicitation. Follow-up phone calls were made (see HUB Phone List). Printing, Office Supply, and Equipment Maintenance and Repair services are not contracted, but have been included so that HUBs in our area can be identified and utilized. Pharmacist services are contracted, but there were no pharmacists or pharmacy services in the county. **Supporting documentation for the HUB subcontracting plan: Web searches, email letters sent, delivery and read receipts from emails, responses received, and the phone list, is included in the HUB packet.**

Office Supplies: **One HUB vendor in our county, and 2 HUB vendors in an adjacent county were identified and solicited.** Delivery receipts were received for all emails sent. One vendor responded (the one in our county) and was chosen to provide us with the supplies needed for our agency. The other two vendors did not respond.

Equipment Maintenance and Repair: **There were no HUBs in our county, so 3 HUB vendors in adjacent counties were identified and solicited.** Delivery receipts were received for all emails sent. One vendor responded and was chosen. Even though the chosen HUB is outside our county, they service this area. The other two vendors did not respond.

Printing and typesetting: **No HUBs were identified in our county, so 3 HUB vendors in adjacent counties were identified and solicited.** Delivery receipts were received for all emails sent. One read receipt was received, but no response was received from any of the vendors. The Health District will utilize a local non-HUB printer for the small amount of printing needed.

Women or Minority Trade Organizations/Development Centers: The Texas Association of Mexican American Chambers of Commerce and the Texas Association of Historically Underutilized Businesses were both sent emails. Delivery receipts were received from both organizations, but actual responses were not received from these organizations.



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - ☐ Section 2 c. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☒ Section 1 - Respondent and Requisition Information
 - ☒ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☒ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - No
 - ☒ Section 4 - Affirmation
 - ☒ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - ☐ Section 3 - Self Performing Justification
 - ☐ Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



Enter your company's name here: Bell County Public Health DistrictRequisition #: RFP No. 529-16-0094**SECTION-2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☒ - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Description of Subcontracting Opportunity	Percentages		Total Percentage
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	
1	Office Supplies 615	0.7 %	%	%
2	Equipment Maintenance and Repair 938-62	0.1 %	%	%
3	Printing 966-07,966-31,966-51	%	%	.12 %
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Total	%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☒ - Yes (If Yes, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

☐ - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☒ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Bell County Public Health DistrictRequisition #: RFP No. 529-16-0094**RESPONDENT'S SUBCONTRACTING INTENTIONS**

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Line Item	Description of Work to be Subcontracted	Texas Certified HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Total		%	%	%

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Bell County Public Health DistrictRequisition #: RFP No. 529-16-0094**SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

N/A

AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Bonnie ScurziDirector04/28/2016

Signature

Printed Name

Title

Date

m m m m m m m m

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "n" m m m m m m m m m m m m m m m m you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for m m m of the subcontracting opportunities you listed in SECTION 2, Item b.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name:	Bell County Public Health District	State of Texas VID #:	N/A
Point-of-Contact:	Chelo Elliott, RN, WHNP-BC	Phone #:	254-778-4766
E-mail Address:	celliot@bellcountyhealth.org	Fax #:	254-778-2912

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name:	We did not use this form, we contacted vendors via email. The content of the email is below in the scope of work section.		
Point-of-Contact:		Phone #:	
Requisition #:	RFP No. 529-16-0094	Bid Open Date:	03/22/2016 (mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than 5:00 pm on 04/12/2016.
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

The purpose of this email is to notify Historically Underutilized Businesses of a subcontracting opportunity for Office Supplies (615), Equipment Maintenance and Repair Services for Hospital, Laboratory, and Testing equipment (938), Printing (966), Pharmacy (948), and Laboratory (948-55) with our Agency. We are a local health district located in Temple, Texas with a satellite office in Killeen. The Medical Nursing department of our agency conducts Family Planning services at both clinic sites, which include examinations and birth control to men and women of childbearing age. We utilize Nurse Practitioners in our clinics who conduct the examinations. We utilize laboratory services to process the various lab tests (syphilis, rubella, pap smears, HIV tests, gonorrhea & Chlamydia tests, etc.) performed as part of the visit. We utilize local vendors for office supplies and equipment. We refer our clients to local providers for services that are not performed on site such as emergency medical care, chronic disease evaluation and professional counseling services.

Specifications for the various subcontracted services / personnel are:



3. Required Qualifications:

☐ - Not Applicable

See contents of scope of work

4. Bonding/Insurance Requirements:

☒ - Not Applicable

5. Location to review plans/specifications:

☐ - Not Applicable

See contents of scope of work

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.
- b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			- Yes - No
			- Yes - No
			- Yes - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.
- d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		- Yes - No
		- Yes - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Entity or Applicant/Bidder Legal Name	Legal Name: Bell County Public Health District Address: PO Box 2149 City: Temple State: TX ZIP: 76503 Main Telephone #: 254-773-4457 Website: www.bellcountyhealth.org
2. Number of Employees, at all locations, in Applicant Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 100
3. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 5
4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	A. Security Official: Name: Jay McDaniel Address: 220 S. 2nd Street City: Temple State: TX ZIP: 76501 Telephone #: 254-774-9035 Email Address: www.goldkeytechnology.com B. Privacy Official: Name: Chelo Elliott Address: 509 S. 9th Street City: Temple State: TX ZIP: 76504 Telephone #: 254-778-4766 Email Address: celliott@bellcountyhealth.org

5. HHS Agency Information Provide the following information if known.

Contract Mgr:	<input type="text"/>	Email Address:	<input type="text"/>	Agency:	<input type="text"/>
Telephone #:	<input type="text"/>	Requesting Dept:	<input type="text"/>	PO/Contract #:	<input type="text"/>

6. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 2
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.	0
b. Servers. Number of Servers that are not in a data center or using Cloud Services.	2
c. Cloud Services. Number of Cloud Services in use.	0
d. Data Centers. Number of Data Centers in use.	0
7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:	Select Option
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more	<input type="radio"/> a. <input type="radio"/> b. <input checked="" type="radio"/> c. <input type="radio"/> d.
8. HIPAA Business Associate Agreement	Yes or No
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	<input checked="" type="radio"/> Yes <input type="radio"/> No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
9. Subcontractors. If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	Yes or No
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	<input type="radio"/> Yes <input checked="" type="radio"/> No
b. Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	<input type="radio"/> Yes <input checked="" type="radio"/> No
10. Does Applicant/Bidder have any Optional Insurance currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	<input checked="" type="radio"/> Yes <input type="radio"/> No

Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are “No” check “No” for all three): i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>


f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

k. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

<p>3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form?</p> <p>"Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)</p>	
<p>This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</p>	<p><input type="checkbox"/> No Electronic Systems</p>
<p>1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p>3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)?</p>	<p> <input checked="" type="radio"/> Yes <input type="radio"/> No </p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?</p>	<p> <input checked="" type="radio"/> Yes <input type="radio"/> No </p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)?</p>	<p> <input checked="" type="radio"/> Yes <input type="radio"/> No </p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?</p>	<p> <input checked="" type="radio"/> Yes <input type="radio"/> No </p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)?</p>	<p> <input checked="" type="radio"/> Yes <input type="radio"/> No </p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>

8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? (<u>FIPS 140-2 encryption</u> * preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
11. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
12. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
13. Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (<u>FIPS 140-2 encryption</u> * preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<p>* For more information regarding FIPS 140-2 encryption products, refer to: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm </p>	

14. Does Applicant/Bidder prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
Section D: Signature and Submission	
Please sign the form digitally, if possible; if you can't, provide a handwritten signature.	
Signature: <div style="display: flex; align-items: center;"> <div style="font-size: 2em; margin-right: 20px;">Bonnie Scurzi</div> <div>  <small> Digitally signed by Bonnie Scurzi DN: cn=Bonnie Scurzi, o=Bell County Public Health District, ou=Admin, email=bscurzi@bellcountyhealth.org, c=US Date: 2016.04.26 12:29:15 -05'00' </small> </div> </div>	Date: 4-26-16
To submit the completed, signed form, do one of the following: <ul style="list-style-type: none"> Click the Submit by Email button. (When prompted, choose the Desktop Email Application option and click OK.) Attach it to an email to InfoSecurity@hhsc.state.tx.us. <div style="text-align: center; margin-top: 10px;"> <div style="border: 1px solid black; padding: 5px 15px; display: inline-block;">Submit by email</div> </div>	

HUB EMAIL AND PHONE LIST

3/28/2016

Date	Company	Email Address	Email Sent	Address	Phone Number	Received		
						Delivery Receipt	Read Receipt	Response
3/24/16	Texas Association of HUB's	rmata@tgsaustin.com	Yes	P. O. Box 684726 Austin, Tx 78768	512-220-4293	X		
3/24/16	American Chambers of Commerce	panton@tamacc.org	Yes	P. O. Box 41780 Austin, Tx 78704	512-444-5727	X		
3/24/16	Promedtek, Inc.	tempe@riedelimaging.com	Yes	P. O. Box 23121 Waco, Tx 76702	254-776-2121	X		by phone
4/25/16	Spoke with employee at Prometek on 3-24-16 regarding confirmation of their HUB status and services they provide. They stated they are interested in the subcontracting opportunity, and we asked them to respond to the email we sent on 3-24-16. Spoke with Glenn from Promedtek, Inc. and he stated they had not received our email and that is why they had not responded. Discovered that the email on the vendor list is wrong (temperiedel@hotmail.com). Re-confirmed their interest, and re-sent the original email with information about the subcontracting opportunity, and requested they send an email stating their intent.							
3/24/16	Mireles Technologies, Inc.	mirelestech@live.com	Yes	6602 Madeleine Dr. San Antonio, Tx 78229	210-557-1456	X		
3/24/16	Microscope Services	ROBERTCISNEROS@CS.COM	Yes	7000 Briar Wild Court Fort Worth, Tx 76133	817-377-9339	X		
3/24/16	Healer Printing Company	osthree@prodigy.net	Yes	906 Franklin Ave Waco, Tx 76701	254-754-2478	X		
3/24/16	PDME/Hurricane Office Supply & Printing	service@pdme.com	Yes	1120 Toro Grande Blvd. Bldg 2 #208 Cedar Park, Tx 78613	512-335-7173	X	X	
3/24/16	Justice Promotional Products LLC	justicepromos@att.net	Yes	P. O. Box 7080 Round Rock, Tx 78683	512-248-8844	X		
3/24/16	Perry Office Products, Inc.	harry.macey@perryop.com	Yes	P. O. Box 1200 Temple, Tx 76503	254-778-4755	X	X	X
4/25/16	Spoke with Harry Macey on the phone and confirmed his company's interest.							
3/24/16	Luckyday Office Supplies	KRIS_J2002@Yahoo.com	Yes	P. O. Box 498 Pflugerville, Tx 78691	512-990-1301	X		
3/24/16	G&B Promark, Inc.	info@platemakers.com	Yes	P. O. Box 21899 Waco, Tx 76702	254-776-1080	X	X	
3/24/16	Integrity Testing, Inc.	amyewert@austin.rr.com	Yes	1701 Datura Ct. Austin, Tx 78733	512-891-7777	X		
3/24/16	ARQ Genetics LLC	shannon@ARQgenetics.com	Yes	P. O. Box 2024 Bastrop, Tx 78602	512-308-1511	X		
3/24/16	Dynatec Scientific Laboratories, Inc.	dynatec@sbcglobal.net	Yes	11940 Golden Gate Road El Paso, Tx 79936	915-849-1322	X		

Revised March 2016

SECTION 7



State of Texas
Health & Human Services Commission
Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Signature

Title

 Director

 Bonnie Scurzi
Printed Name

Date

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?..... ☒ Yes ☐ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor Bell County Public Health District	Vendor ID No. or Social Security No. (Tax ID) 746000348	HHSC Contract No. (if applicable) RFP No. 529-16-0094
Printed/Typed Name and Title of Authorized Representative Bonnie Scurzi, Director		
_____ Signature of Authorize Representative	_____ Date	

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract.

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
 - a. Principal investigators.
 - b. Providers of audit services required by the HHSC or federal funding source.
 - c. Researchers.

Debarment. An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

Required Certifications

Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.
2. The respondent's proposal will remain a firm and binding offer for 240 days from the date the proposal is due.
3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.
4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.
6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
 - the intention to submit a proposal;
 - the methods or factors used to calculate the prices proposed; or
 - the respondent's proposal.
7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
 - the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
 - HHSC's procurement rules, procedures, and processes;
 - HHSC's use of the evaluation methodology and process described in RFP Section 5;
 - HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
 - the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.
8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.
9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.

10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.
11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.
12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.
13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
14. Under Section 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
15. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
16. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.
17. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
18. The respondent acknowledges all addenda and amendments to the RFP.

Signature

Printed Name

Title

Date

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration or products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered sub-recipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?..... ☐ Yes ☒ No

Name of Contractor/Potential Contractor Bell County Public Health District	Vendor ID No. or Social Security No. (Tax ID) 746000348	HHSC Contract No. (if applicable) RFP No. 529-16-0094
---	--	--

Name of Authorized Representative (type or print) Bonnie Scurzi	Title Director
--	-------------------

Signature--Authorize Representative

Date

HHSC
5/24/95

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

Authorized signature

Bell County Public Health District
Name of Contractor/Vendor

Date

Bonnie Scurzi
Printed Name of Individual

Director
Title of Individual

Effective Date: 04/02/2007

Revision Date:

Form Number: CPP0434

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
ANTI-TRUST CERTIFICATION FORM**

INSTRUCTIONS

PURPOSE:

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

PROCEDURES:

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

Effective Date: 04/02/2007

Revision Date:

Respondent Information and Disclosures*Instructions: This form must be submitted as an attachment to the respondent's proposal.***Part 1: General Respondent Information.**

1. Organization's Legal Name: Bell County Public Health District
2. Doing Business As: Bell County Public Health District
3. Physical Address: 509 S. 9th Street, Temple, Texas 76504
4. Mailing Address: PO Box 2149, Temple, Texas 76503-2149
5. Taxpayer Identification Number: 746000348
6. Legal Status (check one): ☐ For-profit Entity ☐ Non-profit Entity
☒ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☒ Other (specify): Local Public Health District
8. State of Incorporation, If Applicable: N/A
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity
11. CISV Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Part 2: Respondent Contact Information.

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Person Who Will Sign the Contract: | <ol style="list-style-type: none"> 2. Primary Contact for Proposal Questions: |
| Name: <u>Bonnie Scurzi</u> | Name: <u>Chelo Elliott</u> |
| Title: <u>Director</u> | Title: <u>Director of Nurses</u> |
| Mailing Address: <u>PO Box 2149</u> | Mailing Address: <u>509 S. 9th Street</u> |
| <u>Temple, Texas 76503-2149</u> | <u>Temple, Texas 76504</u> |
| Telephone: <u>254-773-4457</u> | Telephone: <u>254-778-4766</u> |
| Fax: <u>254-773-7535</u> | Fax: <u>778-2912</u> |
| E-mail: <u>bscurzi@bellcountyhealth.org</u> | E-mail: <u>cellriott@bellcountyhealth.org</u> |

Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.

1. Organization's Legal Name: Perry Office Products, Inc.
2. Doing Business As: Perry Office Products, Inc.

Bell County Public Health District

3. Physical Address: <u>1401 N. 3rd Street, Temple, TX 76501</u>	
4. Mailing Address: <u>PO Box 1200, Temple, TX 76503</u>	
5. Taxpayer Identification Number: <u>74-2262229</u>	
6. Legal Status (check one):	<input checked="" type="checkbox"/> For-profit Entity <input type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity
7. Business Structure (check one):	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____
8. State of Incorporation, If Applicable: _____	
9. Name of Parent Entity, If Applicable: _____	
10. HUB Status (check one):	<input checked="" type="checkbox"/> State of Texas Certified Entity <input type="checkbox"/> Non-HUB Entity
Have you attached additional pages for Part 3? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.	
1. Name of former state employee: <u>Gene J. Mikeska</u>	
2. Job title at termination of state employment: <u>Strategic National Stockpile Coordinator</u>	
3. Date of termination of state employment: <u>Retired 12/31/15</u>	
4. Annual rate of compensation at termination: <u>B-20 Step 7 \$59,000/annually</u>	
5. Description of job responsibilities while state employee: <u>Worked as a team member within the Public Health Emergency Preparedness Team specializing in Strategic National Stockpile (SNS) and CHEMPACK assets for a 30 county Region in Central Texas. Was responsible for providing technical assistance, training, tool development, public speaking on preparedness, coordination of all SNS, CHEMPAK and epidemiology matters, and participated in local and regional exercises</u>	
6. If the former state employee worked on matters relating to the RFP, describe those matters: <u>N/A</u>	
Have you attached additional pages for Part 4? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Part 5: Conflicts of Interest. *Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

Part 6: Litigation. *Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.*

The Health District is currently in litigation with a former employee who has claimed she was terminated due to discrimination. The attorneys representing the Health District are working on the case as of the date of submission of the RFP – the Health District's attorneys are in discussions with the attorneys for the EEOC . The former employee's name is Nahir Diaz. EEOC Charge No. 451-2016-00202.

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Part 7: Exceptions or Reservations to the RFP. *List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 7? ☐ Yes ☒ No

Part 8: Texas Public Information Act (PIA): *Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.*

1. Proposal Section: _____

2. PIA Exception*: _____

3. Explanation of Why the Exception Applies: _____

* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No

Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.

1. Organization's Legal Name: Promedtek, Inc.
 2. Doing Business As: Promedtek, Inc.
 3. Physical Address: PO Box 23121, Waco, TX 76702-3121
 4. Mailing Address: PO Box 23121, Waco, TX 76702-3121
 5. Taxpayer Identification Number: 74-2696495
 6. Legal Status (check one):
☒ For-profit Entity ☐ Non-profit Entity
☐ Governmental Entity
 7. Business Structure (check one):
☒ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): _____
 8. State of Incorporation, If Applicable: _____
 9. Name of Parent Entity, If Applicable: _____
 10. HUB Status (check one): ☒ State of Texas Certified Entity ☐ Non-HUB Entity
- Have you attached additional pages for Part 3? ☒ Yes ☐ No

Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.


1. Organization's Legal Name: Paper Graphics
2. Doing Business As: Paper Graphics
3. Physical Address: 904 S. 31st St, Temple TX 76504
4. Mailing Address: 904 S. 31st St, Temple TX 76504
5. Taxpayer Identification Number: 74-2861286
6. Legal Status (check one):
☒ For-profit Entity ☐ Non-profit Entity
☐ Governmental Entity
7. Business Structure (check one):
☒ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: _____
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No



SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 1
for
SOLICITATION: # 529-16-0094

Date: 3/31/2016	PCS Purchaser/Contract Administrator: Mahsa Azadi Phone: 512-406-2410 Fax: 512-406-2688
Date Due: 04/21/2016	Time Due: 2:00 pm
<u>DESCRIPTION OF THE ADDENDUM:</u> This Addendum is issued to reflect the following information, clarification or change: The addition of the vendor conference presentation. <div style="text-align: center;">  Microsoft PowerPoint 97-2003 Presentation </div>	

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: _____

Date:

Printed or Typed Name of Authorized Signature: Bonnie Scurzi




Business Entity Name: Bell County Public Health District



HHS Procurement and Contracting Services

SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 2
for
SOLICITATION: # 529-16-0094

Date: 4/15/2016	PCS Purchaser/Contract Administrator: Mahsa Azadi Phone: 512-406-2410 Fax: 512-406-2688
Date Due: 04/27/2016	Time Due: 2:00 pm
<u>DESCRIPTION OF THE ADDENDUM:</u> This Addendum is issued to reflect the following information, clarification or change: HHSC posts Addendum #2 to revise various sections of the RFP, to publish Vendor Questions and HHSC'S responses, and the Vendor Conference Sign-In sheet as indicated in the following documents. <div style="display: flex; justify-content: space-around; align-items: center;"><div style="text-align: center;"> 2016 4 15 HTW RFP Amendment -- 4-15-1</div><div style="text-align: center;"> HTW Sign In Sheet.PDF</div><div style="text-align: center;"> Microsoft Excel Worksheet</div></div>	

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: _____

Date:

Printed or Typed Name of Authorized Signature: Bonnie Scurzi


Business Entity Name: Bell County Public Health District



HHS Procurement and Contracting Services

SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 3
for
SOLICITATION: # 529-16-0094

Date: 4/20/2016	PCS Purchaser/Contract Administrator: Mahsa Azadi Phone: 512-406-2410 Fax: 512-406-2688
Date Due: 05/2/2016	
Time Due: 2:00 pm	
<u>DESCRIPTION OF THE ADDENDUM:</u> This Addendum is issued to reflect the following information, clarification or change: HHSC posts Addendum #3 (Package 6) to revise Section 1.3, Section 3.7, Section 3.8, Form A and the inclusion of the HHS Information Security and Privacy Initial Inquiry (SPI) Form as indicated in the document attached below.  HTW RFP Amendment #3	

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: _____

Date:

Printed or Typed Name of Authorized Signature: Bonnie Scurzi

Business Entity Name: Bell County Public Health District

Attachment E – Grantee UTC

VERSION 2.12

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel



Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“[Deliverable](#)” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Contract, if any.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Attachment F – HHSC Special Conditions Version 1.0



**Health and Human Services Commission
Special Conditions
Version 1.0**

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. **TURNOVER**

12.01 Turnover Plan

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 Turnover Assistance

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Attachment G – State Assurances

State Assurances

(a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.

(1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Attachment H – Federal Assurances

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Attachment I – DUA

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
_____ (“CONTRACTOR”)**

This Data Use Agreement (“DUA”), effective as of the Base Contract (“Effective Date”), is entered into by and between the Texas Health and Human Services Enterprise agency _____ (“HHS”) and _____ (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. _____, in Travis County, Texas (the “Base Contract”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. **45 CFR 164.504(e)(1)-(3)** This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“Authorized Purpose” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“Authorized User” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(I)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and **IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.**

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414**

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 *Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530*

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 *Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)*

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 *Governing Law, Venue and Litigation*

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 *Injunctive Relief*

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 *Indemnification*

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 *Insurance*

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party

insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 *Fees and Costs*

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 *Entirety of the Contract*

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 *Automatic Amendment and Interpretation*

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____
(SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, **201** .

DATE: _____